

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA

U.S. TOBACCO COOPERATIVE,  
INC., )  
 ) DOCKET NO. 5:19-cv-00430-BO  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CERTAIN UNDERWRITERS AT )  
LLOYD'S, SUBSCRIBING TO )  
POLICY NUMBERS )  
B1353DC1703690000 AND )  
B1353DC1602041000 )

Defendants.

TRANSCRIPT OF SETTLEMENT CONFERENCE  
BEFORE MAGISTRATE JUDGE ROBERT T. NUMBERS, II  
MONDAY, MAY 3, 2021; 1:36 PM  
RALEIGH, NORTH CAROLINA

FOR THE PLAINTIFF:

McGuire Woods LLP  
By: Mark E. Anderson, Esq.  
Amy E. Dehnel, Esq.  
Shelby S. Guilbert, Jr.  
501 Fayetteville Street  
Suite 500  
Raleigh, NC 27601

FOR THE DEFENDANTS:

Hill Rivkins LLP  
By: James A. Saville, Esq.  
45 Broadway  
Suite 1500  
New York, NY 10006  
  
Clark, Newton & Evans, PA  
By: Seth P. Buskirk, Esq.  
Don T. Evans, Jr., Esq.  
509 Princess Street  
Wilmington, NC 27401

Audio Operator: CLERK'S OFFICE PERSONNEL

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

eScribers, LLC  
7227 N. 16th Street  
Suite 207  
Phoenix, AZ 85020  
973-406-2250  
www.escribers.net

Proceedings recorded by electronic sound recording; transcript  
produced by transcription service.

## 1 P R O C E E D I N G S

2 THE CLERK: All rise. This Honorable United States  
3 District Court for the Eastern District of North Carolina is  
4 now in session, the Honorable Robert T. Numbers, II presiding.  
5 Please be seated and come to order.

6 THE COURT: Good afternoon, everyone.

7 IN UNISON: Good afternoon, Your Honor.

8 THE COURT: We are here in the United States District  
9 Court for the Eastern District of North Carolina, sitting in  
10 Raleigh for a hearing in the case of U.S. Tobacco Cooperative,  
11 Inc. v. Certain Underwriters of Lloyd's Subscribing to Policy  
12 Numbers B1353DC1703690000 and B1353DC1602041000, case number  
13 5:19-cv-430.

14 I'd like to begin by asking Counsel to identify  
15 themselves for the record beginning with Counsel for the  
16 plaintiffs.

17 MR. GUILBERT: Good afternoon, Your Honor. Shelby  
18 Guilbert from McGuire Woods.

19 MS. DEHNEL: Any Dehnel from McGuire Woods.

20 MR. ANDERSON: Mark Anderson, McGuire Woods, Raleigh  
21 office.

22 THE COURT: Good afternoon.

23 MR. SAVILLE: Good afternoon, Your Honor. James  
24 Saville, Hill Rivkins, New York, lead counsel for the  
25 defendants.

1 MR. EVANS: Good morning, Your Honor. Don Evans, I'm  
2 local counsel for the defendants, along with Seth Boskirk here  
3 who is also local counsel.

4 THE COURT: All right. Good afternoon, everyone.

5 MR. SAVILLE: Good afternoon, Judge.

6 So we're here on a -- related to a motion to compel  
7 that was filed by U.S. Tobacco in which I granted the order  
8 and set a hearing to discuss what sanctions, if any, are  
9 appropriate in this case given what occurred in the course of  
10 discovery.

11 Before we dig into the merits, I want to start by  
12 asking -- I'll hear from plaintiff's counsel first on this --  
13 what is the current status of discovery and the compliance  
14 with the order I entered?

15 MR. GUILBERT: Your Honor, we don't think that the  
16 defendants have complied with the court order, and I'd be  
17 happy to go into as much or as little detail as the Court  
18 would like this afternoon. We're prepared to walk through the  
19 responses. We've brought copies of the supplemental discovery  
20 requests that were submitted that, suffice it to say, we don't  
21 think that the defendants have complied with the order.

22 THE COURT: Well, let's start with -- just give me an  
23 overview of what your views of it since -- and, if necessary,  
24 we'll dig into it.

25 MR. GUILBERT: Okay. And we've got one slide that I

1 think people can help us walk through where we think things  
2 currently stand that, I think, provides a good overview. And  
3 if you'd like more detail as we get into this, I'm happy to  
4 provide it.

5           So I think that the first problem that we had with  
6 the responses is that we've been trying to get interrogatory  
7 responses from the defendants for a year and a half as Your  
8 Honor noted in the order. And the order that Your Honor  
9 entered on April 9th said that all of the defendants were  
10 supposed to actually respond to interrogatories. They were  
11 supposed to respond. They're supposed to submit verified  
12 interrogatory responses. So we don't think that the insurers  
13 have complied.

14           The responses that we were provided, and first of  
15 all, not verified. There's a red flag there.

16           Secondly, their joint responses submitted on behalf  
17 of all thirteen defendants in the case, we don't have  
18 individual interrogatory responses from all the defendants  
19 which is something that we've been asking for, and we've been  
20 told we were going to receive throughout the case, and don't  
21 really understand what's at issue there.

22           We do have, what appears to be, some slightly amended  
23 interrogatory responses. They look very similar to what we  
24 had received before, but they still have some of the same  
25 problems that we had with the first set of interrogatory

1 responses.

2 For example, there's still no explanation, we have an  
3 interrogatory -- standard interrogatory to explain the factual  
4 or legal basis for the defenses in the case. There is still  
5 no answer for, I think, affirmative defenses 3, 4, or 13.  
6 There's just no response.

7 So we think that certain of those defenses, at least  
8 now, we should be talking about striking defenses at this  
9 point if the insurers don't want to respond. And I think  
10 another issue that we noted when we were here in December is  
11 that -- I guess we were doing it virtually -- is that we have  
12 deposition testimony that is at odds with the answers in the  
13 interrogatories. You can't really reconcile the two. We  
14 thought that they were ordered to go back and amend the  
15 responses that that was going to be addressed. It has not  
16 been.

17 And what we've done -- and if I can hand this up to  
18 Your Honor.

19 I don't know -- do you have a copy first, Jim?

20 With our motion to compel that we filed -- I guess  
21 the second motion to compel, there is an exhibit C, Your  
22 Honor, that identified all the specific deficiencies with  
23 respect to each of the responses we had received. And I think  
24 what was done is we've taken what was exhibit C, we just added  
25 another column that explains why for each of the responses we

1 don't think that they've complied with what Your Honor ordered  
2 the insurers to do. So that's the story on interrogatory  
3 responses.

4 The order also addressed the need for the insurers to  
5 rectify certain issues that we have identified in December of  
6 2019 with the initial disclosure. So the insurers did not  
7 comply with the order which directed them to do so.

8 I think that the disclosure specifically that we've  
9 been focused on since December relates to reinsurance policies.  
10 We think that -- and as your order found, the insurers were  
11 required to disclose the reinsurance policies with their  
12 initial disclosure. They didn't do that. They've been  
13 ordered to do so, and they're disclosure now is just unchanged  
14 from what we had back in January of last year.

15 Now, we do know that they have some insurance or  
16 reinsurance policies. We'd like to see them, because there's  
17 a separate interrogatory response that says that insurers all  
18 maintain reinsurance programs that may be called upon to  
19 reimburse insurers. So we know they got them. They haven't  
20 given them to us.

21 And beyond that, they did not produce -- and we have  
22 a separate request for this. It was just related to the  
23 initial disclosures because we want the policies. We also  
24 want to see the reports that the claim adjusters have been  
25 submitting to the reinsurers. And those communications are

1 not privileged. We expect that there would be reports saying  
2 well, this is what we saw when we went out to the  
3 Cooperative's warehouses. This is what we think the loss is.  
4 These are the challenges with respect to the claim. They've  
5 been ordered to provide that information.

6 We saw one document that appeared to relate to the  
7 need to report to reinsurers. We don't have the reports,  
8 though. There should be if all the insurers have reinsurance  
9 that may be called upon to pay for damages that may be entered  
10 in this case, that may be awarded for bad faith and it's  
11 reinsurance for bad faith typically in these policies. We  
12 want to see what communications exist and we don't have them.

13 I think with respect to the document request and the  
14 production issues, I think there the insurers did not comply  
15 with the order there. Once again, instead of getting written  
16 discovery responses from each of the insurers, we had a joint  
17 amended response, and it's still -- it's filled with  
18 boilerplate objections. So if you look at the responses,  
19 they're almost identical to what we had before. Less than  
20 twelve general boilerplate objections. We have no idea what's  
21 still being withheld.

22 There were some additional documents that were  
23 produced. Some documents were produced, we don't know on  
24 behalf of which insurer. We think it's only from Aegis, but  
25 there's a Bates prefix, DEF. So presumably, those have been



1 produced on behalf of all defendant insurers. And there are  
2 about 600 additional pages as far as we can tell. The rest of  
3 the production, there are documents from Marine Reporting  
4 International which was a loss adjuster the insurers retained.  
5 They produced some additional documents. But what it looks  
6 like is that we do not, and we still do not have documents  
7 from all of the insurers. So there's no way to tell.

8 In fact, they keep saying there is an agreed upon  
9 electronically stored information order that says we're  
10 supposed to unitize documents, produce metadata. I mean, we  
11 don't have any of that either. So it's really hard for us to  
12 figure out where the documents did come from. We just have a  
13 few large PDFs. So it's really hard to reconcile where the  
14 documents came from.

15 The written responses that were amended do not  
16 identify Bates ranges of documents that have now been  
17 produced. I think the Court ordered that that was supposed to  
18 be included in the amended responses. It has not been.

19 I think the depositions that reveal very specific  
20 categories of responsive documents that have not been  
21 produced, and these are not just documents that would be nice  
22 to have. We've deposed the lead claim handler for AEGIS who  
23 said I got claim diary. Claim diary has not been produced to  
24 us. That's a core document that contained his work on claims  
25 investigation. Still don't have it. And the list goes on and

1 on, and that's detailed at exhibit E to this binder that, I  
2 think, did the same thing and went through each of the  
3 document requests and identifies why we think even at the  
4 April 9th order and supplemental production that we did  
5 receive that the insurers have not complied.

6 Now, Your Honor may remember that there was another  
7 category of documents the insurers were ordered to produce  
8 that relates to their mold expert, Dr. Heard, from London.  
9 And we did receive a copy of a draft cause and origin report  
10 that was drafted in 2018. So we did receive that. It was  
11 telling because the bottom line conclusion is that one -- a  
12 couple of the key defenses that the insurers have been  
13 asserting in this case that she thought back in 2018 that it  
14 would be speculative to reach the conclusion. It's one of the  
15 defenses that they've raised is that the mold that we found on  
16 our products started growing before it came into the  
17 warehouses and that mold is an inherent characteristic in  
18 tobacco. She said that she couldn't conclude that, and that  
19 would be speculative.

20 Now, that's not in her expert report that was  
21 submitted as an exhibit as a rebuttal expert report, but she's  
22 now a fact witness in this case, and we need to depose her.  
23 But the problem is we still don't have her documents. We've  
24 got a handful of emails that were sent from Paula Cook at  
25 Marine Reporting International back to Stephanie Heard, and a

1 couple of invoices. They identify a bunch of names of people  
2 that we had no idea were even working on this file. But we  
3 don't have those documents either.

4 I think that the privilege logs, those are still a  
5 mess. I think that what it looks like the insurers have done  
6 is I think the Court has overruled the work product objection  
7 based on the anticipation of litigation date. And what it  
8 appears that the insurers have done is that they've deleted  
9 work product claims, so that's out, but they just added the  
10 words "legal advice" to most of the entries on the log, and we  
11 got the privilege logs are also in the binder. It looks like  
12 the logs are shorter than they were before. So then it's a  
13 guess that some documents may have fallen off the log or  
14 they're not claiming privilege over them, but it doesn't  
15 appear that we have all those documents. Maybe, but there's  
16 really no way to tell because they did not do what was also in  
17 the order which was to say what documents are being produced,  
18 what documents are still being withheld. We can't really  
19 figure that out.

20 We are open to meeting and conferring with the  
21 insurers on that issue, but we'd like some direction from the  
22 Court to fix this in the first instance before we sit down and  
23 talk with them.

24 A couple other issues that we've identified. The  
25 Court ordered the insurers to produce information about

1 similar claims that these insurers have dealt with before,  
2 specifically related to mold issues under marine cargo  
3 policies, and also bad faith cases.

4 We asked for -- had interrogatory asking for all the  
5 bad faith claims in the last ten years. We have a specific  
6 document request for documents relating to interest coverage  
7 for mold damage claims.

8 They told us about one case that's pending now  
9 against Lloyd's in Lake Charles, Louisiana. It looks like it  
10 has nothing to do with mold. It looks like it has to do with  
11 an explosion that occurred. They're bad faith claims. So  
12 we're looking into that, but we expected that if they had any  
13 other claims like this that either tell us what they were, or  
14 they tell us they don't have them, that they don't have these  
15 types of claims, they ought to just be telling us that and  
16 that would be the way to address that issue. But we don't  
17 have documents for that case, and we don't think that they've  
18 responded.

19 Last couple issues, minor issues, but there was a  
20 direction from the Court with respect to some documents that  
21 plaintiffs inadvertently produced to the insurers. We did  
22 receive confirmation from Mr. Saville that his clients had  
23 complied with the Court's directive, but didn't really comply  
24 with the letter of the order. The order suggested that this  
25 needed to be verified under oath or under penalty of perjury

1 we got an affirmation of. I got no reason to doubt what Mr.  
2 Saville said in his affirmation, but just another example of  
3 noncompliance with the Court's order.

4 And similarly, with respect to the issue pertaining  
5 to Mitsui which is one of the defendants. We received an  
6 email from Mr. Saville stating that Mitsui states we agree to  
7 be bound with respect to Mitsui about emails they -- we assume  
8 he meant to say that Mitsui agrees to be bound by the  
9 testimony of MS Amlin in this case. That's not what the email  
10 said that we received, and we're happy to clear that up if  
11 that's what Mr. Saville intended to say that they intend to be  
12 bound by MS Amlin, we'll take him at his word. But this is  
13 another example of what we think is serial examples of  
14 noncompliance with the Court's directive.

15 So I think that just scratches the surface, and be  
16 happy to go into more detail, but I think that's it in a  
17 nutshell, Your Honor.

18 THE COURT: Mr. Saville, what do you say in response?

19 MR. SAVILLE: Your Honor, a couple quick things.

20 Everything that has to do with this case is me.  
21 Local counsel has nothing to do with it. They've been purely  
22 local in that regard. Gave me some guidance early on as to  
23 what to do. And if I had questions, they did a great job in  
24 complying with that.

25 Brody Karn is behind me. He's also with our firm.

1 He's not admitted. He's a new attorney who really dealt with  
2 the privilege log issues and he's dug into all of that. But  
3 in terms of the direction of the case, the supervision, that's  
4 all on me.

5 The testimony -- we'll start at the bottom and work  
6 our way up, Your Honor -- the testimony of the 30(b)(6)  
7 witness, we said we agree to be bound by the testimony of  
8 James Lawson. The question was because one of the syndicates  
9 is in runoff, what -- and doesn't have any underwriters,  
10 they're no longer there, whether that syndicate would be  
11 agreed to be bound by the testimony of the underwriter for a  
12 different syndicate who worked there at the time.

13 And so we specifically said in connection with the  
14 Court order, we agreed to be bound by the testimony of James  
15 Lawson with respect to the underwriting topics. So we believe  
16 we have complied with that.

17 The destruction of the PII, I simply -- we went  
18 through and deleted things off our system, threw out copies,  
19 and the Court, under 28 U.S.C. 1746 an affirmation under oath,  
20 "I affirm the foregoing is under oath is true and correct"  
21 should be sufficient to satisfy that issue. So that's been  
22 done.

23 Information regarding similar claims, we've looked at  
24 similar claims that are mold warehouse tobacco. They haven't  
25 had any. And I'm glad to deal with Mr. Guilbert on that on a

1 separate issue, but there's been nothing there.

2 The privilege logs, we were very specific, Your  
3 Honor. We put them all out. We numbered them from 1 to 300,  
4 let's say, for entry. So we had some correlation to that.

5 On the revised privilege logs, we amended the  
6 responses, as we should, and based on the Court's orders we  
7 deleted line items. However, we kept the same numbering.

8 So when you looked at them, you could go all right, 1  
9 through 10 on the revised is 1, 7, and 8, so you knew exactly  
10 what documents were coming out of it. That's what we thought  
11 was the simplest and most direct way to address the issues  
12 with the privilege log in order that we can keep track of  
13 them.

14 With respect to the Heard documents, in accordance  
15 with the order, we have just given everything that's out there  
16 in terms of the Heard file. The same with the MRI (ph.)  
17 documents in terms of turning them over. A lot of those  
18 documents were within, I think, the scope of the privilege  
19 logs, so those have all been produced.

20 I'm having -- I realize that this is late in the day,  
21 Your Honor, but I'm happy to go through and designate by Bates  
22 numbers which documents came from which entry on the privilege  
23 log. It's -- they were pretty well described by to, from, cc,  
24 date, and topic. And as I mentioned, we took it out. And so  
25 therefore, you'd be able to just correlate the two. But if we

1 have to, we'll go through and just -- it's simple enough for  
2 us. We can go by the Bates numbers on it.

3 Rule 26 disclosures, we're happy to produce the  
4 reinsurance policy. The difficulty with this is we provided a  
5 description. It's not a one-for-one as Your Honor is probably  
6 familiar with reinsurance. This case may never even give rise  
7 to reinsurance. It might have nothing to do with reinsurance.  
8 There's reinsurance out there, but depending on the year  
9 unless the quota is met, reinsurance is never implicated.

10 THE COURT: Well, you have an idea of what the scope  
11 of damages could be here if you don't prevail, right? It's --

12 MR. SAVILLE: Yes, but then -- you're correct, Your  
13 Honor, and then it's broken down by syndicate -- has two  
14 percent of that. So that two percent might not even give rise  
15 to their overall look in terms of their ability for the  
16 reinsurance, and these are all London insurers, Your Honor.  
17 They're not going anywhere.

18 As Your Honor is familiar, I'm sure, we have the lead  
19 and we have followers. There's two leads on this, and there's  
20 followers. There's an agreement party. The lead underwriter  
21 adjusters have been deposed. The second -- the lead on the  
22 second side underwriter adjusters have been deposed. The  
23 agreement party's underwriters adjusters have been deposed.  
24 All those documents are out there. The Following Market  
25 doesn't do anything.



1           As one of the underwriters' representatives  
2 testified, this I under a Rutherford facility. So as soon as  
3 the lead agrees, it's automatic. There's nothing else that's  
4 done.

5           She testified that listen, I don't really know much  
6 about it. Here's the policy. I know who these guys are, but  
7 once the lead committed us to this under this particular  
8 facility, there is no choice.

9           This case has always been about whether moisture  
10 would be considered an external cause. That's it. Full stop,  
11 Your Honor. There's no debate as to any other issue from our  
12 perspective.

13           We've taken the view that moisture, ambient moisture  
14 is not an external cause. Obviously, U.S. Tobacco has taken a  
15 different view. All of this other information while clearly  
16 within a broad scope of discovery is totally irrelevant to  
17 that issue. Whether there's some underwriter down the chain  
18 has any information is not relevant to anything. They don't  
19 have a choice. And if they had an objection to the way the  
20 case was being handled, that would be sent up to the lead and  
21 that would have been produced, because that was within the  
22 scope of it. There had been no such documentation of that at  
23 all. And therefore, we believe we've complied with all the  
24 discovery requests.

25           The reason why we did a joint interrogatory response,

1 Your Honor, was for this very reason. The followers are  
2 guided by the lead. They don't have any independent  
3 information as to what the case is about, what's going on,  
4 what the facts of it are. That's the whole purpose of the  
5 system. That's why the lead takes the lead, has an agreement  
6 party that'll say yes or no or this is what we're going to do  
7 and, therefore, that's where they go.

8 I would be happy to print out thirteen separate  
9 copies and just have them all Underwriter 1, Underwriter 2, if  
10 that's what's required. But they're going to be identical  
11 because there is no independent information had by the  
12 Following Market on any of this information. The people, the  
13 men and the women with the knowledge of this have all been  
14 deposed. All the documents related to that have all been  
15 produced.

16 With respect to the last thing that I see, Your  
17 Honor, the Heard documents, whatever we've had we produced on  
18 them.

19 So admittedly, Your Honor, this is less -- this is  
20 not a window or a mirror or perfection in terms of the way  
21 this has gone, and that's fully on me. If there's anyone to  
22 blame, I take the full responsibility for that. These local  
23 guys have done a fantastic job, but we believe we've complied  
24 with everything that's out there, and that's been our  
25 position.

1 I'm happy to answer any questions you have.

2 THE COURT: Well, what U.S. Tobacco heard and what  
3 your -- what's the best way to go about resolving the concerns  
4 you have? Mr. Saville's telling me everything's been  
5 produced, so how do we satisfy you that that's correct?

6 MR. GUILBERT: Well, I think first of all, I  
7 understand now that there's no debate that this case is only  
8 about whether there was an external cause. If that's the case  
9 then the number of the insurer's primary defenses that it had  
10 not been explained or it should be stricken or withdrawn  
11 voluntarily by the insurers, for they just haven't answered or  
12 explained the basis for these defenses.

13 So for example, the affirmative defense number 3, in  
14 this case, says that the plaintiffs have not complied with  
15 conditions precedent to coverage and, therefore, there's no  
16 coverage in this case. No explanation for that in the  
17 interrogatory responses. It should be out at this point.

18 There was another contingent interrogatory, they  
19 didn't mention this one, that said if you contend that there  
20 was prejudice, that you're prejudiced by the timing of the  
21 notice in this case. Now, there's a late notice defense in  
22 this case, but very forgiving language in the policy that says  
23 that the insurers have to prove that they were prejudiced.  
24 They haven't answered that or explained the basis for how they  
25 were prejudiced. Those are the types of defenses that, I

1 would think if you're not going to answer them, they should be  
2 out.

3 THE COURT: I've got plenty to deal with with what  
4 I've got here. I don't necessarily want to open up a whole  
5 new can of worms, and if you feel like filing a Rule 11  
6 motion, go through the process to do that. If you feel like  
7 filing a motion for summary judgment, do ahead and do that.  
8 And that's all stuff that you can deal with. I'm talking  
9 about what we got here today.

10 I mean, Mr. Saville's talked about he's willing to  
11 put together thirteen different copies of interrogatory  
12 responses. Do you want that?

13 MR. GUILBERT: Well, I think that we should have  
14 responses from everyone, and not sure that those will be  
15 identical. I heard him to say that all of the insurers are  
16 bound. Well, we've deposed some of the insurers, not all of  
17 them.

18 We have, for example, one insurer who said that he  
19 disagreed with denials of request for admission that we  
20 understand have been prepared by AEGIS, the lead. So here,  
21 you've got a Following Market insurer who has a different  
22 understanding of the facts in this case. And that's why I'm  
23 suspect of the notion that we can just have a signature from  
24 each of the thirteen insurers and that's going to take care of  
25 the issue.

1 I think that the real issue is that they're -- is  
2 discoverable information from the lead, and if they do have  
3 reporting obligations to all the other insurers. And one  
4 specific example that we talked about -- and this goes back to  
5 the Rule 26(f) conference in this case -- and I recognize that  
6 there are thirteen insurers here. One way to communicate with  
7 each other is they use what's called the Xchanging Claim  
8 system in London and that's how they submit reports back-and-  
9 forth to each other.

10 Now, we got a screen shot finally of two different  
11 Xchanging Claims system database entries, but we don't have  
12 what you would suspect -- or expect to receive with a claim  
13 that's worth in excess of ten million dollars. There would be  
14 more communications.

15 And so I'm just skeptical of the notion that every  
16 insurer is going to be completely on board with the AEGIS  
17 insurer who is really the only one who's fully answered and  
18 provided documents.

19 THE COURT: Well, let's -- I mean, let's get to the  
20 point that I -- of the issue here. I mean, you -- what I'm  
21 hearing from you is you would like to see thirteen separate  
22 responses to the interrogatories, each with a verification; is  
23 that correct?

24 MR. GUILBERT: Yes, Your Honor.

25 THE COURT: All right. Mr. Saville, is that

1 something you can do?

2 MR. SAVILLE: Yes, Your Honor, we will.

3 THE COURT: All right. Then let's go ahead --

4 MR. SAVILLE: And they will change because we  
5 identified all the witnesses across the board. So he's right.  
6 For AEGIS, I'm not going to name the Mitsui guy who would have  
7 knowledge; I'll do that on Mitsui. On the joint one, I named  
8 everybody. So we'll take care of that.

9 THE COURT: All right. And then --

10 MR. SAVILLE: The privilege log issue, Your Honor, we  
11 could do that as well. I mean, that's --

12 THE COURT: I mean, it does sound like from what  
13 you've explained, it sounds like you should be able to say  
14 well, number 8's not there because we're no longer claiming  
15 privilege on number 8 or the judge waived the privilege.  
16 Something like that.

17 MR. SAVILLE: That's exactly what we did --

18 THE COURT: All right.

19 MR. SAVILLE: -- what we did, Your Honor.

20 THE COURT: Then be sure to have that conversation.  
21 I mean, you're all here today. It would be useful to,  
22 perhaps, have that conversation today while you're all present  
23 and face-to-face.

24 It sounds like on similar claims the issue is there  
25 aren't any similar claims that they've located. What is

1 USTC --

2 MR. SAVILLE: Your Honor -- oh, I'm sorry.

3 MR. ANDERSON: No, it's good.

4 MR. SAVILLE: We've taken similar claims as mold  
5 damage, tobacco and a warehouse. If tobacco was on a ship and  
6 a wave hit it, it got wet and moldy, that, in our view, is not  
7 a similar claim. So we've looked at well, have you had  
8 tobacco warehouse mold claims and we've gotten back with no at  
9 this point.

10 If the scope should be something broader, I'm happy  
11 to consider that, Your Honor, but that's the interpretation we  
12 had of it.

13 MR. GUILBERT: Okay. Your Honor, that's not the  
14 request. The request is broader and is not limited to just  
15 tobacco claims. So I think that there's a -- they should  
16 answer the interrogatory that we sent to them.

17 And if could just go back to the privilege log issue.  
18 I mean, of course, happy to work through document issue with  
19 them, but there's a larger issue. We do have an order that  
20 says how electronic documents should be collected and  
21 produced, and the insurers have not complied with that.

22 So if they're going to go back and do things with  
23 their privilege log, tell us which documents have come off the  
24 log and reproduce documents, they should be complying with the  
25 order that was agreed to rather than just producing random PDF

1 documents that are hard to decipher and match up with the  
2 privilege log.

3 Now, that's something that normally you would be able  
4 to work through in a meet and confer process, but they need to  
5 do it right the first time.

6 THE COURT: So what I've heard from Mr. Saville, or  
7 what I understand him to have said, was that they've now  
8 numbered everything that was on the privilege log and the  
9 things they've taken off, there should be a gap on the  
10 privilege log for whatever -- like I said, I think number 8 is  
11 no longer there. And what is your concern with that? I  
12 admittedly, have not reviewed that electronic discovery order  
13 recently, so maybe I'm just not remembering what's pertinent  
14 about it, but what is your problem with that method of  
15 production?

16 MR. GUILBERT: Because we can't match up what's come  
17 off the log and what supposedly has been produced to us with  
18 what the log had on it before. We just haven't been able to  
19 figure it out. Now, if they want to walk us through it and  
20 show that they've done it, then that's fine. But we've gone  
21 through that exercise with the defendants in this case  
22 multiple times. I think the last time we tried it was in  
23 November or December, and we didn't really get anywhere.

24 THE COURT: Mr. Saville, can you sit down with them  
25 and walk them through what's come off the log?



1 MR. SAVILLE: Mr. Karn and I will. Mr. Karn has the  
2 detailed knowledge of that. I don't -- I know how it worked,  
3 I don't know anything after that, Your Honor.

4 THE COURT: With respect to request for production,  
5 and what I've heard from U.S. Tobacco is the same concern over  
6 a joint response. Was individualized responses going to be --

7 MR. SAVILLE: We'll segregate them out, Your Honor.

8 THE COURT: All right. Have I covered all the issues  
9 that you've raised here?

10 MR. GUILBERT: Yes, Your Honor. And I think we went  
11 into much greater detail than -- if you could refer to exhibit  
12 E which is in your notebook. I think it goes point by point  
13 through each of the document requests on why we don't think  
14 that they're in compliance. So we'd still like them to  
15 comply --

16 MR. SAVILLE: Your Honor --

17 MR. GUILBERT: -- as they were directed to.

18 MR. SAVILLE: I'm sorry, Shelby.

19 Your Honor, I'll use that as a guide. I'll go  
20 through it.

21 THE COURT: Okay. All right.

22 Next item I had on my agenda was the role of local  
23 counsel here. Mr. Saville has noted that their role here is  
24 generally as uninvolved with what's going on here in terms of  
25 substance and simply --

1 MR. SAVILLE: I confirm that, Your Honor.

2 THE COURT: -- they're complying with the rule.

3 MR. SAVILLE: Absolutely.

4 THE COURT: All right. So Mr. Saville, obviously,  
5 we're here -- well, the order was on the second motion to  
6 compel. Judge Boyle issued an order previously on the first  
7 motion to compel in which he kind of said, as I read it, you  
8 all should have worked this out, so we're going to deny it  
9 without prejudice. But he did caution the parties, and  
10 particularly the defendants of the need to comply with  
11 legitimate discovery or sanctions would ensue, and I just  
12 wanted to get your -- what you understood that order to mean  
13 in terms of how to conduct discovery going forward.

14 MR. SAVILLE: Your Honor, we understood it as it was  
15 read. It was our understanding that we were compliant  
16 throughout the -- we've taken the view, as I've explained,  
17 that it -- the discovery refers to the lead -- the second lead  
18 and the agreement party and that's all been done. All those  
19 depositions have been taken. All those interrog-- depositions  
20 have been taken.

21 THE COURT: But what I'm trying to get at is when  
22 Judge Boyle issued this order back in October of 2020, what --  
23 I mean, what did you understand him to say in terms of the  
24 need to comply with the rules going forward?

25 MR. SAVILLE: That there was, in fact, a need based

1 on what he saw, Your Honor.

2 THE COURT: And you understand the sanctions that are  
3 available to the Court to punish noncompliance with discovery,  
4 right?

5 MR. SAVILLE: Fully do, Your Honor, yes.

6 THE COURT: And you understand among those are  
7 designating certain facts in the case as true?

8 MR. SAVILLE: Correct, Your Honor.

9 THE COURT: And you understand that the Court could  
10 prohibit a party from introducing certain matters into  
11 evidence?

12 MR. SAVILLE: Correct, Your Honor.

13 THE COURT: And you understand the Court could strike  
14 pleadings?

15 MR. SAVILLE: Yes, Your Honor.

16 THE COURT: And you understood that the Court could  
17 order entry of a default judgment?

18 MR. SAVILLE: Correct, Your Honor.

19 THE COURT: All right. Explain to me why there was  
20 such an issue with complying with the Court's local rules and  
21 the federal rules with respect to post-removal proceedings.  
22 There seem to be a number of missed deadlines and other things  
23 like that. What was the problem?

24 MR. SAVILLE: There was no problem per se, Your  
25 Honor. I think it was a day or so on corporate -- if I

1 remember, it was corporate disclosures or something along that  
2 line. There were also ongoing discussions among the parties  
3 and meetings among the principals. So it wasn't as if we  
4 filed a notice for removal and ignored the case. There was  
5 many other things that were going on at the time. And the --  
6 without going into too much detail, those discussions and  
7 meetings, the idea was to get those done before there would be  
8 a need to file anything.

9           And as they pertained to settlement, you won't -- I  
10 don't believe you'll see anything of that in the record, but  
11 that was the idea is that all right, we've removed it, let's  
12 see if we could have a sit-down, we could talk. That didn't  
13 go anywhere. But the dates, the way it was keyed is I frankly  
14 didn't leave enough time from the time we had the sit-down to  
15 a day later, or two days later having to file the corporate  
16 disclosure or the financial terms or something along that  
17 line, Your Honor.

18           THE COURT: Well, it looks like the notice of removal  
19 that needed to be filed in state court, or showing it complied  
20 with state court --

21           MR. SAVILLE: Yes.

22           THE COURT: -- was filed three months later. The  
23 financial disclosures were filed a month late. That's not a  
24 day or two; that's a substantial period of time. So why was  
25 the deadline so hard to comply with?

1           MR. SAVILLE: I have no excuse for that, Your Honor.  
2 I couldn't tell you other than it was probably a holiday  
3 season, gathering information.

4           THE COURT: Well, what about filing the answer? I  
5 mean, the answer was late and there was repeated statements  
6 about we'll file it, we'll file it, and they reminded it, and  
7 you said we'll file it, and it never got filed. I mean,  
8 obviously, they didn't move for default there, and eventually  
9 you did get around to filing it, but what was the problem with  
10 getting it filed either on time or the way you told opposing  
11 counsel you'd do it?

12           MR. SAVILLE: There was no problem per se, Your  
13 Honor, other than the timing of it. And again, that is on me.  
14 That key to the meetings that were had, I don't remember those  
15 dates perfectly. But there were meetings ongoing. So as  
16 opposed to incurring the cost that might be incurred going  
17 forward, we dedicated the time and effort into seeing if we  
18 could set this up to have a meeting among the parties which,  
19 in fact, went forward.

20           So on its face, Your Honor, it clearly looks like I  
21 sat on my hands and did nothing for thirty days or sixty days  
22 or whatever that time frame is. Behind the scenes, however,  
23 there were sit-downs and discussions about the possibility of  
24 resolving the case with the plaintiff, and that's what was  
25 going on in the background at that time.

1           THE COURT: Moving on beyond that, I mean, one of the  
2 things that sticks out to me here is that out of the thirteen  
3 insurers, only one ever got around to -- well, until, perhaps,  
4 recently -- ever got around to filing discovery -- or  
5 interrogatory responses, and I'm curious why the other twelve  
6 didn't.

7           MR. SAVILLE: Your Honor, the one reason is we took  
8 it as the whole idea of the lead and the Following Market, and  
9 other than that was me just not chasing it up, to be frank  
10 with you. We took the approach that well, listen, if the  
11 leads had responded, everyone's been deposed, we just -- till  
12 this second order came out, we did not act with respect to the  
13 Following Market, Your Honor, and that's on me.

14          THE COURT: Well, and I mean, you've mentioned that  
15 several times. Why was that not brought up early on and,  
16 perhaps, a Rule 26 report or early protective order? I mean,  
17 that's the way to handle this appropriately, not to just  
18 disregard the obligation and never going to respond because  
19 you don't think you have to.

20          MR. SAVILLE: Understood, Your Honor. And I don't  
21 recall. But usually, one of the objections is we're answering  
22 on behalf of the leads and not the followers in terms when it  
23 comes to the document side of that. And I don't recall off  
24 the top of my head that was done. But this is -- and maybe it  
25 was just being too familiar with the normal progress of one of

1 these coverage litigations in the fact that it's the lead and  
2 the agreement, and I just didn't perceive to say oh, we need  
3 everything from the Following Market on that, but that's all I  
4 could offer you, Your Honor.

5 THE COURT: Well, why did it take AEGIS until several  
6 months after the deadline to serve its responses?

7 MR. SAVILLE: I have no excuse for that, Your Honor.

8 THE COURT: And I have effectively the same questions  
9 on the request for production response.

10 MR. SAVILLE: That's --

11 THE COURT: It seems that only four of the thirteen  
12 got around to filing it, and -- or serving them until,  
13 perhaps, recently with the order on the second motion to  
14 compel. So what's the issue there?

15 MR. SAVILLE: The discovery responses were, as I  
16 recall, were timely filed, or a day late, and then we produced  
17 the whole series of documents with respect to that.

18 On the second motion that there's no excuse, Your  
19 Honor, now that I see your point, that's on me.

20 THE COURT: Well, and part of what came up during  
21 some of the deposition testimony that was included with the  
22 second motion was indications that readily available sources  
23 of responsive documents hadn't been searched.

24 MR. SAVILLE: Yeah.

25 THE COURT: What is the -- your viewpoint on that?

1 MR. SAVILLE: As I recall, everything was searched.  
2 Whether or not that eventually got to me, I don't have any  
3 understanding of that, Your Honor, but we asked for those --  
4 the standard searches on policies, names, people, that type of  
5 stuff, and we produced what we got back.

6 THE COURT: So --

7 MR. SAVILLE: So if there are claim snapshots, or  
8 what those documents were Mr. Guilbert described and we got  
9 them, we produced them. If there are others out there, I'll  
10 double-check to make sure we've got whatever it is. Not  
11 every -- for example, the -- it's in ECF which has been  
12 produced, an electronics claims file, which everybody has  
13 access to. So if it's -- it's just one document. The broker  
14 has input, and that type of information has been out there,  
15 and that doc has been produced.

16 THE COURT: Does U.S. Tobacco agree that they  
17 searched all the things they should have searched? I mean,  
18 your -- what you provided the Court were these deposition  
19 testimonies, people saying well, there's this file over here  
20 and it hasn't been searched. So which one of you is telling  
21 me the truth?

22 MR. GUILBERT: Your Honor, we don't think that  
23 they -- they've gone into all these sources. We went through  
24 testimony. Ms. Dehnel's here with me. She took most of the  
25 depositions, and asked about specific sources.



1           So I mentioned earlier, Mr. Foulger who is even in  
2 AEGIS, the lead claim handler said he's got a claim diary. We  
3 don't have it. We had specific testimony from other witnesses  
4 who said well, we have an underwriting database, that that  
5 database would have emails and other responsive information.  
6 "Were you ever asked to go collect information from that  
7 repository?" Answer, "No."

8           And so, I don't think it's the case that we still  
9 have everything. And I think going back to the suggestion  
10 that there was ever an agreement that we would only take  
11 the -- only needed the lead insurer's information, we  
12 specifically talked about this at the Rule 26(f) conference  
13 and said that we expect to receive the documents and  
14 information from all thirteen of the defendants in this case,  
15 and we were told that that was going to be forthcoming.

16           So I don't think that we have all of this information  
17 that the testimony revealed that was never collected.

18           THE COURT: So Mr. Saville, what you told me is  
19 you've asked your clients to do the standard searches,  
20 whatever that entailed --

21           MR. SAVILLE: Right.

22           THE COURT: -- and what the deposition testimony said  
23 was they didn't search certain databases. So how do I  
24 reconcile those two?

25           MR. SAVILLE: They're -- for one of two reasons, Your

1 Honor.

2 First is the witness isn't necessarily the person  
3 that has searched the databases. There's an IT person that  
4 that search is conducted by. And then all of that information  
5 is gathered, sent to us, and produced. So when a particular  
6 witness may or may not know, I can't say as I stand here now,  
7 whether that witness actually participated in it, whether he  
8 didn't. I just -- I don't know. I don't know the answer to  
9 that. And I'm happy to go through and have each of the  
10 insurers submit a two paragraph affirmation that said searches  
11 have been conducted and this is the result of the searches  
12 have been provided type of scenario.

13 THE COURT: Were these 30(b)(6) deponents?

14 MR. GUILBERT: Yes, and Your Honor, that's what I  
15 want to say.

16 MR. SAVILLE: Yeah.

17 MR. GUILBERT: These are all designees on document-  
18 related topics. It's too late for that.

19 THE COURT: The privilege logs, obviously, are a big  
20 issue here. But again, there was no -- from what I've seen in  
21 the record here, there was no privilege log produced until the  
22 first motion to compel was filed, as opposed to producing it  
23 at or near the time documents were withheld. So why was that  
24 the case?

25 MR. SAVILLE: I don't know, Your Honor. I'll be

1 honest with you. I don't have an answer for that.

2 THE COURT: One of the issues that was raised is in  
3 your response to the second motion to compel, you indicated  
4 you were serving an updated privilege log concurrently with  
5 that filing and it turns out it didn't happen that way. It  
6 was served -- part of the log was served, I think, the next  
7 day, and then further logs were served, I think, the next week  
8 or, perhaps, the week after that. What's with that  
9 discrepancy?

10 MR. SAVILLE: That's just a time issue, Your Honor.  
11 We underestimated the amount of time. We're looking through  
12 it, processing the documents, and unfortunately, it took  
13 longer than we had hoped, longer than we expected. But we got  
14 all the privilege logs out there. We got them and that they  
15 were compliant.

16 Obviously, now that Your Honor's ruled, we're going  
17 to adjust it to go by the documents that are out there. But  
18 it's not a question of intentionally hiding or failing to  
19 produce anything, it's more a question of just the timing of  
20 it, and the ability to process all of that information.

21 THE COURT: Well, as you read the record as a whole,  
22 it seems the only time there was any real movement on the part  
23 of the insurers was when there was either the court deadline  
24 or a deadline to respond to a motion, and that was a repeated  
25 theme as you look at the way things happened here, and that is

1 disturbing to me that it didn't seem things were getting done  
2 the way they were supposed to, only when matters -- when push  
3 came to shove and you would have to answer to the Court in one  
4 form or the other that anything got done, because all the  
5 disclosures seem to happen on the eve of a filing or a court  
6 hearing.

7 MR. SAVILLE: More recently, that could be true, Your  
8 Honor. All initially throughout this whole thing, the  
9 documents were produced, the depositions went forward, it's --  
10 I don't have any explanation for what you're particularly  
11 pointing at right now, Your Honor.

12 THE COURT: Part of what I'm concerned about here, is  
13 I read the correspondence between the parties. It seems like  
14 there were oftentimes promises made or assurances given from  
15 your side that didn't come to fruition, and you are here in  
16 our court and are subject to our rules which are the North  
17 Carolina Rules of Professional Conduct. So do you believe  
18 you've complied with your duty of candor to the opposing  
19 party?

20 MR. SAVILLE: Yes, I did, Your Honor. It always came  
21 down to a matter of timing which as I believe all of those  
22 reflect. And I was always too aggressive in terms of hey, we  
23 can get it to you tomorrow type of approach when, in fact, it  
24 would take three or four days, or in terms of the timing of  
25 it, it was never anything where I said, oh, I've got this

1 document, I'm going to make sure I don't give it to him  
2 because I'm going to intentionally hide that, I think it was  
3 just a question of the volume of information and the inability  
4 to process this probably as quickly as we should have.

5 THE COURT: Well, it seems that -- there seem to be  
6 on very many occasions in which, again, promises were made or  
7 assurances given, and they weren't kept, and I just have  
8 trouble seeing it over and over again. I certainly understand  
9 the realities of litigating and how on occasion you may  
10 misjudge things, but it seemed to be a regular occurrence here  
11 which again seems to indicate more of a -- that wasn't an  
12 accident that it was going on, or that it was, perhaps, part  
13 of a pattern here.

14 MR. SAVILLE: Your Honor, it's -- we're all still  
15 remote up in New York, and that's no excuse, and I haven't  
16 mentioned it to them, but that plays a role in the timing,  
17 trying to get it in. I got in when we can. It's remote.  
18 That doesn't change the result, Your Honor. I'm not trying to  
19 suggest it does, but just to offer some insight as to what  
20 I've got going.

21 THE COURT: Well, I have several cases where we're  
22 dealing with counsel from New York and other places that have  
23 been hard hit with COVID and --

24 MR. SAVILLE: Understood.

25 THE COURT: -- and people are practicing remotely and

1 certainly, again, some disruption or some slow down would  
2 certainly be understandable. But again, it appears from the  
3 record here it was a regular occurrence. But along -- in the  
4 same vein, I'm concerned about candor to the tribunal, and I  
5 noted that in my order.

6 I'm looking at your opposition to the second motion  
7 to compel, and again it's the issue of supplemental privilege  
8 logs have been produced contemporaneously with this filing,  
9 and that did not happen. They had not been produced as you  
10 represented to the Court. You've indicated that's an issue of  
11 misjudging or timing. But again, it's not as if you said it  
12 will be produced in three days and it wasn't.

13 MR. SAVILLE: Nothing --

14 THE COURT: You said it had been produced. So how do  
15 I --

16 MR. SAVILLE: You're correct, Your Honor.

17 THE COURT: How do I reconcile that?

18 MR. SAVILLE: You can't, Your Honor. It's something  
19 that at the time that that was going in we thought we were  
20 where we needed to be and we weren't.

21 THE COURT: I'm looking at your opposition to  
22 plaintiff's first motion to compel, which was filed in, I  
23 believe, early May, and it said, "Certified responses to  
24 interrogatories will be produced promptly" and as we went  
25 through the rest of this case, that didn't seem to be the

1 reality. So I'm wondering how do I reconcile that statement  
2 made to the Court with the reality that only one of the  
3 insurers ever responded until the second order came out.

4 MR. SAVILLE: Other than what I've explained, Your  
5 Honor, no. Nothing further, I should say.

6 THE COURT: And in response to your second motion to  
7 compel, you told the Court that interrogatory responses have  
8 been served and are undergoing amendment to the extent  
9 required. But again, that didn't seem to the case. So how do  
10 you explain that?

11 MR. SAVILLE: They were being amended. They weren't  
12 served until recently, Your Honor. That's -- there is no  
13 ability to reconcile that.

14 THE COURT: At the December hearing, you told the  
15 Court that you would amend discovery responses and provide  
16 certified answers. And again, I take it that has not  
17 happened --

18 MR. SAVILLE: No, Your Honor.

19 THE COURT: -- until, perhaps, recently.

20 MR. SAVILLE: Correct. And as I mentioned, we'll go  
21 through and have them individually certified, Your Honor.

22 THE COURT: Well, that's certainly one issue. I  
23 mean, the other issue is, again, there are repeated statements  
24 to the Court that turned out not to be true. And I'm trying  
25 to understand as an officer of the court, as someone who's

1 bound by the professional rules of this court, how do I -- how  
2 do I deal with that?

3 MR. SAVILLE: Your Honor, I have no explanation other  
4 than it's a time issue, and grossly underestimated what was  
5 required to take time on it and it just --

6 THE COURT: So you've taken a lot of this on  
7 yourself. In terms of -- as I look at the possible options of  
8 sanctions, there's, obviously, sanctions against attorneys and  
9 there's sanctions against parties. Do you care to opine on  
10 the division of the responsibility for the shortcomings that  
11 the Court has identified?

12 MR. SAVILLE: Your Honor, the shortcomings are all  
13 mine. I mean, I'm not making any statement -- any other  
14 representation other than that. There's -- that's on me.

15 THE COURT: Well, if that's the case, then why should  
16 we continue to allow you appear in this case?

17 MR. SAVILLE: Other than my representation that going  
18 forward I'm the attorney that's most familiar with it, I think  
19 the client would be prejudiced and then we'll -- you won't be  
20 seeing me stand up here again like this.

21 THE COURT: Why should I not refer this to the  
22 court's disciplinary process given the misrepresentations that  
23 have been made to the Court and the overall way discovery's  
24 been conducted here?

25 MR. SAVILLE: I don't believe that's necessary, Your



1 Honor. Discovery's been conducted in good faith. The  
2 representations were made in good faith. I understand the  
3 particular points that you brought up and it's just a question  
4 of -- it's always been a question of timing to get it done.

5 THE COURT: Well, we're here in May of 2021, and my  
6 understanding is these discovery requests were served in  
7 December of 2019. I mean, that's a long time for it to take  
8 to get a set of responses out. And it only -- it's taken two  
9 motions to compel to get things done, and it sounds like we're  
10 not even where we need to be in terms of getting responses  
11 out. So what would you -- how would you -- what's your  
12 position on why that's okay?

13 MR. SAVILLE: It's certainly not okay, Your Honor,  
14 and I -- other than my explanations to you, I don't believe  
15 it's okay. I don't believe that's the way the cases should be  
16 litigated. Unfortunately, this is one that went that  
17 direction.

18 THE COURT: Well, because, I mean, I've got -- we are  
19 an incredibly busy court. We have many litigants in front of  
20 us, and I'm trying to figure out in terms of dissuading other  
21 litigants from taking this course of action here, how do I  
22 make it known to the public at large, the bar at large, that  
23 this sort of conduct is not acceptable in this court in terms  
24 of discovery and taking four -- what, fourteen, sixteen months  
25 to respond to discovery.

1           Certainly, we have the tool of entering a default  
2 judgment against your clients, why is that not appropriate  
3 here?

4           MR. SAVILLE: Because there's been participation in  
5 discovery, Your Honor. If anything, they're -- that has to do  
6 with me. The client shouldn't be penalized for having a  
7 default judgment entered when they've complied in good faith  
8 with ninety-five percent of everything that's been asked of  
9 them. The depositions have all been completed, as we  
10 mentioned. I would be surprised if we're standing in front of  
11 you again -- excuse me -- in front of the district court and  
12 the jury at the time of trial and anything other than what was  
13 done last summer really plays a role in the outcome of this  
14 case at all.

15           I think default is an extreme remedy at this point.  
16 I don't believe it's warranted under the facts and  
17 circumstances of this case.

18           THE COURT: Well, what about limiting the materials  
19 you could present in motions or at trial to things that were  
20 disclosed in a timely manner? So anything that you didn't  
21 disclose after January 2020 doesn't get to be able to be used  
22 by you?

23           MR. SAVILLE: Again, Your Honor, that's an extreme  
24 remedy, or extreme penalty for the situation that we're in. I  
25 don't believe that would be fair to the clients. I don't

1 believe -- it couldn't be a just result in terms of where we  
2 are right now.

3 THE COURT: Well, since U.S. Tobacco's had to wait  
4 well over a year to get discovery, why wouldn't it be fair? I  
5 mean, whether it's -- you are -- you claim it's your fault,  
6 but the client hired you and they have to bear with the  
7 decisions you make. And here, it appears that for one reason  
8 or another, we're now sixteen months into this, seventeen  
9 months into this, and they still don't have the discovery  
10 responses that they are entitled to. And so perhaps your  
11 client needs to suffer the consequences of their attorney's  
12 actions in this case.

13 MR. SAVILLE: I don't believe the remedies of default  
14 or striking particular pleadings or affirmative defenses or  
15 discovery after a certain date would be an appropriate remedy  
16 in this particular case.

17 The depositions have been done. The documents have  
18 been produced. Experts have done reports. And we're at that  
19 point, Your Honor. If there's any penalty, it should lie at  
20 my feet, not in terms of penalizing the client in striking an  
21 answer or a default or anything along that line. That  
22 wouldn't be fair or equitable in this circumstance at all.

23 THE COURT: Well, it guess it depends on how you look  
24 at it. I mean, it seems -- from what I've seen -- and I  
25 expressed this in my order -- it seemed that you or your

1 clients didn't think you had to comply with the rules of  
2 discovery at all. It seemed like it was totally optional on  
3 whether you wanted to do it or not, and only when pressed did  
4 you do anything. So if that -- if that's the case, how do  
5 I -- what message to I send to the bar if I just say, oh,  
6 here's some attorneys' fees. On the whole, it's -- it doesn't  
7 seem to send the right message if there's not an extreme  
8 penalty here.

9 MR. SAVILLE: I believe the attorneys' fees or  
10 shifting the costs is an extreme message in this circumstance,  
11 Your Honor.

12 THE COURT: As I reviewed U.S. Tobacco's pleadings,  
13 they always ask for whatever other sanctions the Court  
14 imposed. I mean, what is USTC's position on appropriate  
15 sanctions here, and if you think it's something like default  
16 or limiting evidence or limiting pleadings, what prejudice has  
17 your client suffered?

18 MR. GUILBERT: Your Honor, our client has incurred a  
19 lot of fees just chasing the insurers' trying to responses to  
20 discovery requests. And I'd be happy to put together what  
21 that looks like in terms of time and costs to file multiple  
22 motions to compel, try to meet and confers, send deficiency  
23 letters. So that's something that we could put together, and  
24 I think that is real prejudice. But I think beyond that, our  
25 clients are eager to move the case forward.

1           So I think that one sanction that the Court might  
2 consider is, I think at this point, this really should be the  
3 trial around damages and a trial about bad faith at this  
4 point.

5           I think that we're not getting discovery about the  
6 affirmative defenses in this case that have been asserted, and  
7 at some point, we should just move forward to a damages trial.

8           THE COURT: Well, I mean, you mention the fees and  
9 all that, I certainly don't quibble with that, but is there  
10 any other prejudice that your client has suffered?

11           MR. GUILBERT: I think prejudice is the time value of  
12 money and -- we do have a claim for pre-judgment interest in  
13 this case. We do have a bad faith claim in this case. It's  
14 one of the remedies you get for this type of conduct, and as  
15 to the treble damages penalty, we intend to seek that. But I  
16 think just to -- having to wait and wait and wait, I think, at  
17 some point it's more than just fees. And I think that it does  
18 get harder as more time goes by with witnesses and people who  
19 knew on the insurer's side haven't been to the site in five  
20 years. Maybe we can cross-examine them and do that at trial  
21 to establish that they don't remember or don't have a  
22 recollection and the jury can do with that what it may, but I  
23 think the more time that goes by it gets harder to try this  
24 case.

25           THE COURT: Realistically, who is -- who does the

1 damages award go to if you were to prevail at trial, right?  
2 Obviously, USTC, but then what happens to that money? Does it  
3 go to the various cooperative -- members of the cooperative or  
4 what happens to that?

5 MR. GUILBERT: And Your Honor, I don't know where the  
6 funds would go once it goes to the cooperative, or what they  
7 do with the funds. I know they've got a board of directors  
8 now and they would be looking at that.

9 THE COURT: And which affirmative defenses do you  
10 contend should be stricken at this point?

11 MR. GUILBERT: Oh, I think most of them, Your Honor.  
12 I think I mentioned some by specific number earlier where  
13 there was just no response from any of the insurers. And keep  
14 in mind here that twelve -- and it's still our position that  
15 twelve of the thirteen never answered interrogatories  
16 including interrogatories didn't even state the basis for the  
17 claims or defenses in this case.

18 So twelve of thirteen haven't answered. We got  
19 answers that aren't under oath as they were ordered to do.  
20 We've got some where they just chosen not to answer at all  
21 whether these affirmative defenses. Maybe they're just to --  
22 there was a little bit of kitchen sink approach with the  
23 answer that we received. Some defenses that hadn't been  
24 articulated in prior coverage letters, but they're in the  
25 answer, right. And sure, we could file a motion for summary

1 judgment, but if they're not going to answer and explain the  
2 basis for the defense after being asked to do so for fifteen  
3 months, at some point those defenses should be out of the  
4 case.

5 I think that there is a -- I mentioned a notice  
6 defense. I think that there's now deposition testimony that  
7 can't be reconciled with the defense. So that's one that I  
8 think should be gone.

9 We thought that when we got the amended responses  
10 that they would explain -- either explain the basis for that  
11 defense or how to reconcile the testimony or it would be out,  
12 but that's not what happened.

13 There's a duration of cover exclusion in the  
14 insurance policy that they have to clearly establish. And  
15 that the mold was growing on the tobacco before it came into  
16 the warehouse.

17 We got the lead claim adjuster in his deposition said  
18 that he could not clearly establish that the mold started  
19 growing on the tobacco before it entered the warehouse.  
20 That's 30(b)(6) are out.

21 We also now have the Heard report saying it could be  
22 speculative to reach that conclusion, and that was her report  
23 that was hidden from us for the last two years that we didn't  
24 get until we got your order two weeks ago. So that's another  
25 type of defense and the list goes on.

1           There's an inherent vice argument that tobacco is  
2 just inherently moldy and there's an inherent vice. Well, we  
3 now know that from a handful of the new documents that were  
4 produced to us that insurers, after this loss occurred,  
5 thought about adding an inherent vice exclusion to the policy.  
6 It's not in ours. But those are the types of defenses, that  
7 if they're going to go back and seriously redo the  
8 interrogatory responses, some of those defenses should be out  
9 of the case now, or they should explain how they plan to prove  
10 them, but they haven't done either. They haven't reconciled  
11 them with the testimony, the documents, and I don't think that  
12 they can. So those should be out.

13           THE COURT: Anything else U.S. Tobacco wants to add  
14 to that?

15           MR. GUILBERT: No, Your Honor. Anyone else?

16           THE COURT: Mr. Saville, anything else on your behalf  
17 or on behalf of the clients?

18           MR. SAVILLE: Your Honor, the only last thing is the  
19 interrogatory responses, we believe, with respect to the  
20 affirmative defenses, I think, as Mr. Guilbert might have  
21 pointed out, there's one that says we incorporate the terms  
22 and conditions of the policy. One is a condition precedent  
23 which is out because we haven't responded -- not that we  
24 haven't responded to, but we don't believe there was any issue  
25 with that.



1           But with respect to the others, they've all been  
2 identified in here in terms of the reason and the factual  
3 basis for why they've asserted them. And there's been six  
4 witnesses or five witnesses that have explained ad nauseum the  
5 basis for all those assertions. So with that, Your Honor,  
6 there's nothing further. Thank you.

7           MR. GUILBERT: I think, you know, one thing that I've  
8 omitted is that I think at some point we -- and depending on  
9 which defenses are in the case, there may be some need for us  
10 to supplement our expert reports that we had submitted. We  
11 were in the process of expert discovery when Your Honor  
12 decided to hold the case in abeyance while we resolved these  
13 issues. I think that amendment with some of the documents we  
14 received, I think that we might want to supplement some of our  
15 reports. In particular, our bad faith expert. And also one  
16 of our experts on some of the mold information we have from  
17 Dr. Heard.

18           We don't think that that should entitle the insurers  
19 at this point or another round of rebuttal expert reports. We  
20 want to get this case moving, but that's something else that  
21 we will need to do. We spent a lot of money in the first  
22 round trying to put all that together. And there are,  
23 probably, one or two other depositions that we're going to  
24 need just from a fact deposition prospective. So we'll have  
25 to build that into the schedule.

1           THE COURT: Well, certainly, and if there are  
2 outstanding issues, I would say after the parties meet and  
3 confer about it if you can't reach an agreement, pass it to  
4 the Court and we'll take a look at it. Obviously, there  
5 should be -- we should be at a point relatively soon where the  
6 discovery record should be about as complete as it's going to  
7 be and then you can make the decisions on what needs to happen  
8 in terms of experts and motions practice and all that.

9           MR. SAVILLE: Your Honor, they're not going to have  
10 an issue from us in terms of scheduling and things need to be  
11 done.

12          THE COURT: As indicated in my earlier order, I  
13 believe this is an egregious situation. It appears the  
14 discovery was slow-walked to an extreme, and I think it's just  
15 not acceptable for an attorney to practice in this court  
16 whether members of the bar or members who are -- attorneys who  
17 are appearing by special appearance to conduct discovery in  
18 that way. It's unacceptable for clients to attempt to conduct  
19 discovery in that way. It slows down litigation. It does not  
20 help achieve a just, speedy, and effective administration of  
21 justice as the federal rules envision, and it simply slows  
22 down the process, makes it more expensive, prevents the court  
23 from moving things forward to the resolution of the case,  
24 whatever it is.

25          So the conduct here is completely unacceptable from

1 the Court's viewpoint. And I'm obviously not privy to  
2 conversations between local counsel and out-of-state counsel,  
3 but certainly part of the role of local counsel is conveying  
4 the court's expectations of foreign counsel to them, and  
5 certainly this does not appear to -- this conduct does not  
6 comply with this Court's expectations, and it would be my hope  
7 that local counsel would note that for foreign counsel. And  
8 even though they're not subject to sanction, still it's your  
9 role to do more than simply be a drop box for out-of-state  
10 counsel, particularly when things like this are going on that  
11 indicate conduct that is really detrimental to the  
12 administration of justice.

13 I'm going to take this matter under advisement and  
14 issue an order in the near term outlining what the sanctions  
15 here will be.

16 Since the parties are here, they should meet and  
17 confer on any outstanding issues, the ones we discussed here  
18 today, and try to reach a resolution promptly.

19 While I'm not a hundred percent certain how I'm going  
20 to rule here in terms of sanctions, if there are any further  
21 discovery disputes, both parties -- or discovery issues,  
22 failure to comply with my orders, and that sort of thing, the  
23 parties should be aware that all sanctions are on the table.

24 It's a default judgment if the plaintiffs were to run  
25 afoul of the rules, and a dismissal of the complaint. This

1 case needs to move forward promptly. It needs to do so  
2 without further difficulty. And it's my expectation that all  
3 the attorneys as officers of the court and as professionals  
4 will get it done, and that clients on either side will not  
5 stand in the way of further discovery occurring in a timely  
6 manner. So that will be all for today. We'll be in recess.

7 THE CLERK: All rise. This court is now in recess.

8 (Court is adjourned)

9 \* \* \* \* \*

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  

CERTIFICATE OF TRANSCRIBER

I, Ellen S. Kolman, court-approved transcriber, in  
and for the United States District Court for the Eastern  
District of North Carolina, do hereby certify that pursuant to  
Section 753, Title 28, United States Code, that the foregoing  
is a true and correct transcript from the official electronic  
sound recording of the proceedings held in the above-entitled  
matter and that the transcript page format is in conformance  
with the regulations of the Judicial Conference of the United  
States.

Dated this 10th day of May, 2021.



/s/

\_\_\_\_\_  
ELLEN S. KOLMAN, CET-568

COURT-APPROVED TRANSCRIBER

A	11:10 advisement (1) 51:13 Aegis (7) 8:24;9:22;20:20; 21:16;22:6;31:5; 33:2 affirm (1) 14:20 affirmation (4) 13:1,2;14:19; 34:10 affirmative (7) 6:5;19:13;43:14; 45:6;46:9,21;48:20 afoul (1) 51:25 afternoon (8) 3:6,7,17,22,23;4:4, 5,18 again (16) 8:15;29:13;34:20; 37:6,8,11;38:1,2,7, 11;39:9,16,23;40:20; 42:11,23 against (4) 12:9;40:8,9;42:2 agenda (1) 25:22 aggressive (1) 36:22 ago (1) 47:24 agree (3) 13:6;14:7;32:16 agreed (4) 9:8;14:11,14; 23:25 agreement (7) 16:20,23;18:5; 26:18;31:2;33:10; 50:3 agrees (2) 13:8;17:3 ahead (2) 20:7;22:3 allow (1) 40:16 almost (1) 8:19 along (5) 4:2;28:1,16;38:3; 43:21 always (5) 17:9;36:20,22; 41:4;44:13 ambient (1) 17:13 amend (2) 6:14;39:15 amended (7) 5:22;8:17;9:15,18; 15:5;39:11;47:9	amendment (2) 39:8;49:13 Amlin (2) 13:9,12 among (4) 27:6;28:2,3;29:18 amount (1) 35:11 Anderson (3) 3:20,20;23:3 answered (5) 19:11,24;21:17; 46:15,18 anticipation (1) 11:7 appear (3) 11:15;40:16;51:5 appearance (1) 50:17 appeared (1) 8:6 appearing (1) 50:17 appears (5) 5:22;11:8;38:2; 43:7;50:13 approach (3) 30:10;36:23;46:22 appropriate (4) 4:9;42:2;43:15; 44:14 appropriately (1) 30:17 April (2) 5:9;10:4 argument (1) 48:1 around (5) 29:9;30:3,4;31:12; 45:3 articulated (1) 46:24 asserted (2) 45:6;49:3 asserting (1) 10:13 assertions (1) 49:5 assume (1) 13:7 assurances (2) 36:14;37:7 attempt (1) 50:18 attorney (3) 14:1;40:18;50:15 attorneys (3) 40:8;50:16;52:3 attorneys' (2) 44:6,9 attorney's (1) 43:11 automatic (1)	17:3 available (2) 27:3;31:22 award (1) 46:1 awarded (1) 8:10 aware (1) 51:23	boilerplate (2) 8:18,20 Boskirk (1) 4:2 both (1) 51:21 bottom (2) 10:11;14:5 bound (8) 13:7,8,12;14:7,11, 14:20;16;40:1 box (1) 51:9 Boyle (2) 26:6,22 broad (1) 17:16 broader (2) 23:10,14 Brody (1) 13:25 broken (1) 16:13 broker (1) 32:13 brought (3) 4:19;30:15;41:3 build (1) 49:25 bunch (1) 11:1 busy (1) 41:19
B			C	
abeyance (1) 49:12 ability (3) 16:15;35:20;39:13 able (5) 15:25;22:13;24:3, 18;42:21 Absolutely (1) 26:3 acceptable (2) 41:23;50:15 access (1) 32:13 accident (1) 37:12 accordance (1) 15:14 achieve (1) 50:20 across (1) 22:5 act (1) 30:12 action (1) 41:21 actions (1) 43:12 actually (2) 5:10;34:7 ad (1) 49:4 add (1) 48:13 added (2) 6:24;11:9 adding (1) 48:5 additional (3) 8:22;9:2,5 address (2) 12:16;15:11 addressed (2) 6:15;7:4 adjourned (1) 52:8 adjust (1) 35:17 adjuster (2) 9:4;47:17 adjusters (4) 7:24;16:21,22,23 administration (2) 50:20;51:12 admission (1) 20:19 admitted (1) 14:1 admittedly (2) 18:19;24:12 advice (1)	B1353DC1602041000 (1) 3:12 B1353DC1703690000 (1) 3:12 back (12) 6:14;7:14;10:13, 25;21:4;23:8,17,22; 26:22;32:5;33:9; 48:7 back-and- (1) 21:8 background (1) 29:25 bad (8) 8:10,11;12:3,5,11; 45:3,13;49:15 bar (3) 41:22;44:5;50:16 based (3) 11:7;15:6;26:25 basis (8) 6:4;19:12,24; 46:16;47:2,10;49:3,5 Bates (4) 8:25;9:16;15:21; 16:2 bear (1) 43:6 begin (1) 3:14 beginning (1) 3:15 behalf (6) 5:16;8:24;9:1; 30:22;48:16,17 behind (2) 13:25;29:22 best (1) 19:3 beyond (3) 7:21;30:1;44:24 big (1) 34:19 binder (2) 10:1;11:11 bit (1) 46:22 blame (1) 18:22 board (3) 21:16;22:5;46:7	called (3) 7:18;8:9;21:7 came (9) 9:14;10:16;15:22; 30:12;31:20;36:3, 20;39:3;47:15 can (16) 5:1;6:17;9:2; 15:12;16:2;20:5,8, 23;22:1;24:24; 36:23;37:17;45:20, 22;48:12;50:7 candor (2) 36:18;38:4 care (3) 20:24;22:8;40:9 cargo (1) 12:2 Carolina (3) 3:3,9;36:17 case (55) 3:10,12;4:9;5:17, 20;6:4;8:10;10:13, 22;12:8,17;13:9,20; 14:3;16:6;17:9,20; 18:3;19:7,8,14,16, 21,22;20:22;21:5;		

24:21;27:7;28:4; 29:24;33:8,14; 34:24;38:25;39:9; 40:15,16;42:14,17; 43:12,16;44:4,25; 45:6,13,13,24;46:17; 47:4;48:9;49:9,12, 20;50:23;52:1	<b>clear (1)</b> 13:10 <b>clearly (4)</b> 17:15;29:20; 47:14,18 <b>CLERK (2)</b> 3:2;52:7 <b>client (8)</b> 40:19;42:6;43:6, 11,20;44:17,18; 45:10 <b>clients (9)</b> 12:22;33:19;42:2, 25;44:1,25;48:17; 50:18;52:4 <b>collect (1)</b> 33:6 <b>collected (2)</b> 23:20;33:17 <b>column (1)</b> 6:25 <b>coming (1)</b> 15:10 <b>committed (1)</b> 17:7 <b>communicate (1)</b> 21:6 <b>communications (3)</b> 7:25;8:12;21:14 <b>compel (13)</b> 4:6;6:20,21;26:6, 7;31:14;34:22;35:3; 38:7,22;39:7;41:9; 44:22 <b>complaint (1)</b> 51:25 <b>complete (1)</b> 50:6 <b>completed (1)</b> 42:9 <b>completely (2)</b> 21:16;50:25 <b>compliance (2)</b> 4:13;25:14 <b>compliant (2)</b> 26:15;35:15 <b>complied (14)</b> 4:16,21;5:13;7:1; 10:5;12:23;14:16; 17:23;18:23;19:14; 23:21;28:19;36:18; 42:7 <b>comply (10)</b> 7:7;8:14;12:23; 25:15;26:10,24; 28:25;44:1;51:6,22 <b>complying (4)</b> 13:24;23:24;26:2; 27:20 <b>concern (2)</b> 24:11;25:5 <b>concerned (2)</b> 36:12;38:4	<b>concerns (1)</b> 19:3 <b>conclude (1)</b> 10:18 <b>conclusion (3)</b> 10:11,14;47:22 <b>concurrently (1)</b> 35:4 <b>condition (1)</b> 48:22 <b>conditions (2)</b> 19:15;48:22 <b>conduct (9)</b> 26:13;36:17; 41:23;45:14;50:17, 18,25;51:5,11 <b>conducted (4)</b> 34:4,11;40:24; 41:1 <b>confer (3)</b> 24:4;50:3;51:17 <b>conference (2)</b> 21:5;33:12 <b>conferring (1)</b> 11:20 <b>confers (1)</b> 44:22 <b>confirm (1)</b> 26:1 <b>confirmation (1)</b> 12:22 <b>connection (1)</b> 14:13 <b>consequences (1)</b> 43:11 <b>consider (2)</b> 23:11;45:2 <b>considered (1)</b> 17:10 <b>contained (1)</b> 9:24 <b>contemporaneously (1)</b> 38:8 <b>contend (2)</b> 19:19;46:10 <b>contingent (1)</b> 19:18 <b>continue (1)</b> 40:16 <b>conversation (2)</b> 22:20,22 <b>conversations (1)</b> 51:2 <b>conveying (1)</b> 51:3 <b>Cook (1)</b> 10:24 <b>Cooperative (4)</b> 3:10;46:3,3,6 <b>Cooperative's (1)</b> 8:3 <b>copies (4)</b> 4:19;14:18;18:9;	20:11 <b>copy (2)</b> 6:19;10:9 <b>core (1)</b> 9:24 <b>corporate (3)</b> 27:25;28:1,15 <b>correlate (1)</b> 15:25 <b>correlation (1)</b> 15:4 <b>correspondence (1)</b> 36:13 <b>cost (1)</b> 29:16 <b>costs (2)</b> 44:10,21 <b>Counsel (17)</b> 3:14,15,24;4:2,3, 12;13:21;25:23; 29:11;37:22;51:2,2, 3,4,7,7,10 <b>couple (5)</b> 10:12;11:1,24; 12:19;13:19 <b>course (3)</b> 4:9;23:18;41:21 <b>Court (117)</b> 3:3,6,8,9,22;4:4, 16,17,22;9:17;11:6, 22,25;12:20;13:18; 14:14,19;16:10; 19:2;20:3;21:19,25; 22:3,9,12,18,20; 24:6,24;25:4,8,21; 26:2,4,21;27:2,3,6,9, 9,13,13,16,16,19; 28:18,19,20,22;29:4; 30:1,14;31:5,8,11, 20,25;32:6,16,18; 33:18,22;34:13,19; 35:2,21,23;36:3,5, 12,16;37:5,21,25; 38:10,14,17,21;39:2, 6,7,14,15,19,22,24, 25;40:1,6,11,15,21, 23;41:5,18,19,23; 42:11,18;43:3,23; 44:12,13;45:1,8,25; 46:9;48:13,16;50:1, 4,12,15,22;52:3,7,8 <b>Court's (9)</b> 12:23;13:3,14; 15:6;27:20;40:22; 51:1,4,6 <b>cover (1)</b> 47:13 <b>coverage (5)</b> 12:6;19:15,16; 31:1;46:24 <b>covered (1)</b> 25:8 <b>COVID (1)</b>	37:23 <b>cross-examine (1)</b> 45:20 <b>curious (1)</b> 30:5 <b>current (1)</b> 4:13 <b>currently (1)</b> 5:2
			<b>D</b>	
				<b>damage (2)</b> 12:7;23:5 <b>damages (6)</b> 8:9;16:11;45:3,7, 15;46:1 <b>database (3)</b> 21:11;33:4,5 <b>databases (2)</b> 33:23;34:3 <b>date (3)</b> 11:7;15:24;43:15 <b>dates (2)</b> 28:13;29:15 <b>day (6)</b> 15:20;27:25; 28:15,24;31:16;35:7 <b>days (5)</b> 28:15;29:21,21; 36:24;38:12 <b>deadline (4)</b> 28:25;31:6;35:23, 24 <b>deadlines (1)</b> 27:22 <b>deal (4)</b> 14:25;20:3,8;40:2 <b>dealing (1)</b> 37:22 <b>dealt (2)</b> 12:1;14:1 <b>debate (2)</b> 17:11;19:7 <b>December (6)</b> 6:10;7:5,9;24:23; 39:14;41:7 <b>decided (1)</b> 49:12 <b>decipher (1)</b> 24:1 <b>decisions (2)</b> 43:7;50:7 <b>dedicated (1)</b> 29:17 <b>DEF (1)</b> 8:25 <b>default (9)</b> 27:17;29:8;42:1,7, 15;43:13,21;44:15; 51:24 <b>defendant (1)</b> 9:1



<b>defendants (12)</b> 3:25;4:2,16,21; 5:7,9,17,18;13:5; 24:21;26:10;33:14	<b>diary (3)</b> 9:23,23;33:2	41:20	36:18	<b>establish (3)</b> 45:21;47:14,18
<b>defense (7)</b> 19:13,21;47:2,6,7, 11,25	<b>different (5)</b> 14:12;17:15; 20:11,21;21:10	<b>District (5)</b> 3:3,3,8,9;42:11	<b>E</b>	<b>Evans (2)</b> 4:1,1
<b>defenses (20)</b> 6:4,5,7,8;10:12,15; 19:9,12,25;43:14; 45:6;46:9,17,21,23; 47:3;48:6,8,20;49:9	<b>dig (2)</b> 4:11,24	<b>disturbing (1)</b> 36:1	<b>eager (1)</b> 44:25	<b>eve (1)</b> 36:5
<b>deficiencies (1)</b> 6:22	<b>direct (1)</b> 15:11	<b>division (1)</b> 40:10	<b>earlier (3)</b> 33:1;46:12;50:12	<b>even (8)</b> 10:3;11:2;16:6,14; 33:1;41:10;46:16; 51:8
<b>deficiency (1)</b> 44:22	<b>directed (2)</b> 7:7;25:17	<b>doc (1)</b> 32:15	<b>early (4)</b> 13:22;30:15,16; 38:23	<b>eventually (2)</b> 29:8;32:2
<b>DEHNEL (2)</b> 3:19,19	<b>direction (4)</b> 11:21;12:20;14:3; 41:17	<b>document (10)</b> 8:6,13;9:24;10:3; 12:6;23:18;25:13; 30:23;32:13;37:1	<b>Eastern (2)</b> 3:3,9	<b>everybody (2)</b> 22:8;32:12
<b>Dehnel's (1)</b> 32:24	<b>directive (2)</b> 12:23;13:14	<b>document- (1)</b> 34:17	<b>ECF (1)</b> 32:11	<b>everyone (3)</b> 3:6;4:4;20:14
<b>deleted (3)</b> 11:8;14:18;15:7	<b>directors (1)</b> 46:7	<b>documentation (1)</b> 17:22	<b>effective (1)</b> 50:20	<b>everyone's (1)</b> 30:11
<b>denials (1)</b> 20:19	<b>disagreed (1)</b> 20:19	<b>documents (46)</b> 8:22,23;9:3,5,6,10, 12,14,16,20,21;10:7, 23;11:3,13,15,17,18; 12:6,17,20;15:10,14, 17,18,22;16:24; 18:14,17;21:18; 23:20,23,24;24:1; 31:17,23;32:8; 33:13;34:23;35:12, 17;36:9;43:17;48:3, 11;49:13	<b>effectively (1)</b> 31:8	<b>everything's (1)</b> 19:4
<b>deny (1)</b> 26:8	<b>discipline (1)</b> 40:22	<b>dollars (1)</b> 21:13	<b>effort (1)</b> 29:17	<b>evidence (2)</b> 27:11;44:16
<b>depending (2)</b> 16:8;49:8	<b>disclose (2)</b> 7:11;42:21	<b>Don (1)</b> 4:1	<b>egregious (1)</b> 50:13	<b>exactly (2)</b> 15:9;22:17
<b>depends (1)</b> 43:23	<b>disclosed (1)</b> 42:20	<b>done (21)</b> 6:17,24;11:5,8; 14:22;17:4;18:23; 24:20;26:18;28:7; 30:24;36:1,4;41:4,9; 42:13;43:17,18; 48:10;50:11;52:4	<b>either (8)</b> 9:11;11:3;12:13; 29:10;35:23;47:10; 48:10;52:4	<b>example (7)</b> 6:2;13:2,13;19:13; 20:18;21:4;32:11
<b>deponents (1)</b> 34:13	<b>disclosure (5)</b> 7:6,8,12,13;28:16	<b>double-check (1)</b> 32:10	<b>electronic (2)</b> 23:20;24:12	<b>examples (1)</b> 13:13
<b>depose (1)</b> 10:22	<b>disclosures (5)</b> 7:23;16:3;28:1,23; 36:5	<b>doubt (1)</b> 13:1	<b>electronically (1)</b> 9:9	<b>excess (1)</b> 21:13
<b>deposed (7)</b> 9:22;16:21,22,23; 18:14;20:16;30:11	<b>discoverable (1)</b> 21:2	<b>down (8)</b> 11:22;16:13; 17:17;24:24;36:21; 38:1;50:19,22	<b>electronics (1)</b> 32:12	<b>exclusion (2)</b> 47:13;48:5
<b>deposition (7)</b> 6:12;31:21;32:18; 33:22;47:6,17;49:24	<b>discovery (32)</b> 4:10,13,19;8:16; 17:16,24;24:12; 26:11,13,17;27:3; 30:4;31:15;39:15; 41:6,24,25;42:5; 43:4,9,15;44:2,20; 45:5;49:11;50:6,14, 17,19;51:21,21;52:5	<b>draft (1)</b> 10:9	<b>else (5)</b> 17:3;48:13,15,16; 49:20	<b>excuse (5)</b> 29:1;31:7,18; 37:15;42:11
<b>depositions (8)</b> 9:19;26:19,19; 32:25;36:9;42:9; 43:17;49:23	<b>discovery's (2)</b> 40:23;41:1	<b>drafted (1)</b> 10:10	<b>email (2)</b> 13:6,9	<b>exercise (1)</b> 24:21
<b>described (2)</b> 15:23;32:8	<b>discrepancy (1)</b> 35:9	<b>drop (1)</b> 51:9	<b>emails (3)</b> 10:24;13:7;33:5	<b>exhibit (5)</b> 6:21,24;10:1,21; 25:11
<b>description (1)</b> 16:5	<b>discuss (1)</b> 4:8	<b>dug (1)</b> 14:2	<b>enough (2)</b> 16:1;28:14	<b>exist (1)</b> 8:12
<b>designate (1)</b> 15:21	<b>discussed (1)</b> 51:17	<b>duration (1)</b> 47:13	<b>ensue (1)</b> 26:11	<b>expect (3)</b> 8:1;21:12;33:13
<b>designating (1)</b> 27:7	<b>discussions (3)</b> 28:2,6;29:23	<b>during (1)</b> 31:20	<b>entailed (1)</b> 33:20	<b>expectation (1)</b> 52:2
<b>designees (1)</b> 34:17	<b>dismissal (1)</b> 51:25	<b>duty (1)</b>	<b>entered (5)</b> 4:14;5:9;8:9;42:7; 47:19	<b>expectations (2)</b> 51:4,6
<b>destruction (1)</b> 14:17	<b>disputes (1)</b> 51:21		<b>entering (1)</b> 42:1	<b>expected (2)</b> 12:12;35:13
<b>detail (5)</b> 4:17;5:3;13:16; 25:11;28:6	<b>disregard (1)</b> 30:18		<b>entitle (1)</b> 49:18	<b>expensive (1)</b> 50:22
<b>detailed (2)</b> 10:1;25:2	<b>disruption (1)</b> 38:1		<b>entitled (1)</b> 43:10	<b>expert (7)</b> 10:8,20,21;49:10, 11,15,19
<b>detrimental (1)</b> 51:11	<b>dissuading (1)</b>		<b>entries (2)</b> 11:10;21:11	<b>Experts (3)</b> 43:18;49:16;50:8
			<b>entry (3)</b> 15:4,22;27:17	<b>explain (7)</b> 6:3;27:19;39:10; 47:1,10,10;48:9
			<b>envision (1)</b> 50:21	<b>explained (7)</b> 19:10,12,24;
			<b>equitable (1)</b> 43:22	



22:13;26:16;39:4; 49:4 <b>explains (1)</b> 6:25 <b>explanation (4)</b> 6:2;19:16;36:10; 40:3 <b>explanations (1)</b> 41:14 <b>explosion (1)</b> 12:11 <b>expressed (1)</b> 43:25 <b>extent (1)</b> 39:8 <b>external (3)</b> 17:10;14;19:8 <b>extreme (6)</b> 42:15;23,24;44:7, 10;50:14	<b>fees (5)</b> 44:6,9,19;45:8,17 <b>feet (1)</b> 43:20 <b>few (1)</b> 9:13 <b>fifteen (1)</b> 47:2 <b>figure (4)</b> 9:12;11:19;24:19; 41:20 <b>file (11)</b> 11:2;15:16;28:8, 15;29:6,6,7;32:12, 19;44:21;46:25 <b>filed (11)</b> 4:7;6:20;28:4,19, 22,23;29:7,10;31:16; 34:22;38:22 <b>filing (9)</b> 20:5,7;29:4,9; 30:4;31:12;35:5; 36:5;38:8 <b>filled (1)</b> 8:17 <b>finally (1)</b> 21:10 <b>financial (2)</b> 28:16,23 <b>fine (1)</b> 24:20 <b>firm (1)</b> 13:25 <b>first (13)</b> 4:12;5:5,14,25; 6:19;11:22;19:6; 24:5;26:6;34:2,22; 38:22;49:21 <b>five (2)</b> 45:19;49:4 <b>fix (1)</b> 11:22 <b>flag (1)</b> 5:15 <b>focused (1)</b> 7:9 <b>followers (4)</b> 16:19,20;18:1; 30:22 <b>Following (6)</b> 16:24;18:12; 20:21;30:8,13;31:3 <b>foregoing (1)</b> 14:20 <b>foreign (2)</b> 51:4,7 <b>forgiving (1)</b> 19:22 <b>form (1)</b> 36:4 <b>forth (1)</b> 21:9 <b>forthcoming (1)</b>	33:15 <b>forward (10)</b> 26:13,24;29:17, 19;36:9;40:18; 44:25;45:7;50:23; 52:1 <b>Foulger (1)</b> 33:1 <b>found (2)</b> 7:10;10:15 <b>four (3)</b> 31:11;36:24;41:24 <b>fourteen (1)</b> 41:24 <b>frame (1)</b> 29:22 <b>frank (1)</b> 30:9 <b>frankly (1)</b> 28:13 <b>front (3)</b> 41:19;42:10,11 <b>fruition (1)</b> 36:15 <b>Full (2)</b> 17:10;18:22 <b>fully (3)</b> 18:21;21:17;27:5 <b>funds (2)</b> 46:6,7 <b>further (6)</b> 35:7;39:5;49:6; 51:20;52:2,5	4:7 <b>great (1)</b> 13:23 <b>greater (1)</b> 25:11 <b>grossly (1)</b> 40:4 <b>growing (3)</b> 10:16;47:15,19 <b>guess (4)</b> 6:11,20;11:13; 43:23 <b>guidance (1)</b> 13:22 <b>guide (1)</b> 25:19 <b>guided (1)</b> 18:2 <b>GUILBERT (23)</b> 3:17,18;4:15,25; 14:25;19:6;20:13; 21:24;23:13;24:16; 25:10,17;32:8,22; 34:14,17;44:18; 45:11;46:5,11;48:15, 20;49:7 <b>guy (1)</b> 22:6 <b>guys (2)</b> 17:6;18:23	45:18,23 <b>head (1)</b> 30:24 <b>hear (1)</b> 4:12 <b>Heard (11)</b> 10:8,25;15:14,16; 18:17;19:2;20:15; 24:6;25:5;47:21; 49:17 <b>hearing (5)</b> 3:10;4:8;21:21; 36:6;39:14 <b>help (2)</b> 5:1;50:20 <b>Here's (2)</b> 17:6;44:6 <b>hey (1)</b> 36:22 <b>hidden (1)</b> 47:23 <b>hide (1)</b> 37:2 <b>hiding (1)</b> 35:18 <b>Hill (1)</b> 3:24 <b>hired (1)</b> 43:6 <b>hit (2)</b> 23:6;37:23 <b>hold (1)</b> 49:12 <b>holiday (1)</b> 29:2 <b>honest (1)</b> 35:1 <b>Honor (88)</b> 3:7,17,23;4:1,15; 5:8,8;6:18,22;7:1; 10:6;13:17,19;14:6; 15:3,21;16:5,13,16, 18;17:11;18:1,17,19; 21:24;22:2,10,19; 23:2,11,13;25:3,7, 10,16,19;26:1,14; 27:1,5,8,12,15,18,25; 28:17;29:1,13,20; 30:7,13,20;31:4,7, 19;32:3,22;34:1,14, 25;35:10;36:8,11,20; 37:14,18;38:16,18; 39:5,12,18,21;40:3, 12;41:1,13;42:5,23; 43:19;44:11,18;46:5, 11;48:15,18;49:5,11; 50:9 <b>Honorable (2)</b> 3:2,4 <b>Honor's (1)</b> 35:16 <b>hope (1)</b> 51:6	
<b>F</b>					
<b>face (1)</b> 29:20 <b>face-to-face (1)</b> 22:23 <b>facility (2)</b> 17:2,8 <b>fact (7)</b> 9:8;10:22;26:25; 29:19;31:1;36:23; 49:24 <b>facts (4)</b> 18:4;20:22;27:7; 42:16 <b>factual (2)</b> 6:3;49:2 <b>failing (1)</b> 35:18 <b>failure (1)</b> 51:22 <b>fair (3)</b> 42:25;43:4,22 <b>faith (11)</b> 8:10,11;12:3,5,11; 41:1,2;42:7;45:3,13; 49:15 <b>fallen (1)</b> 11:13 <b>familiar (4)</b> 16:6,18;30:25; 40:18 <b>fantastic (1)</b> 18:23 <b>far (1)</b> 9:2 <b>fault (1)</b> 43:5 <b>federal (2)</b> 27:21;50:21 <b>feel (2)</b> 20:5,6					
		<b>G</b>			
		<b>gap (1)</b> 24:9 <b>gathered (1)</b> 34:5 <b>gathering (1)</b> 29:3 <b>Gave (1)</b> 13:22 <b>general (1)</b> 8:20 <b>generally (1)</b> 25:24 <b>gets (1)</b> 45:23 <b>given (6)</b> 4:9;7:20;15:15; 36:14;37:7;40:22 <b>glad (1)</b> 14:25 <b>goes (7)</b> 9:25;21:4;25:12; 45:18,23;46:6;47:25 <b>Good (13)</b> 3:6,7,17,22,23;4:1, 4,5;5:2;23:3;41:1,2; 42:7 <b>granted (1)</b>	<b>half (1)</b> 5:7 <b>hand (1)</b> 6:17 <b>handful (2)</b> 10:24;48:3 <b>handle (1)</b> 30:17 <b>handled (1)</b> 17:20 <b>handler (2)</b> 9:22;33:2 <b>hands (1)</b> 29:21 <b>happen (4)</b> 35:5;36:5;38:9; 50:7 <b>happened (3)</b> 35:25;39:17;47:12 <b>happens (2)</b> 46:2,4 <b>happy (12)</b> 4:17;5:3;13:10,16; 15:21;16:3;18:8; 19:1;23:10,18;34:9; 44:20 <b>hard (5)</b> 9:11,13;24:1; 28:25;37:23 <b>harder (2)</b>	<b>H</b>	

<b>hoped (1)</b> 35:13	32:14;33:5,6,11,14, 16;34:4;35:20;37:3; 49:16	10:16;12:12;13:16; 14:2;25:11;27:10; 28:6;29:17;32:23; 43:8,9;47:15;49:25	<b>kept (2)</b> 15:7;37:7	<b>limited (1)</b> 23:14
<b>hundred (1)</b> 51:19	<b>inherent (4)</b> 10:17;48:1,2,5	<b>introducing (1)</b> 27:10	<b>key (2)</b> 10:12;29:14	<b>limiting (3)</b> 42:18;44:16,16
<b>I</b>	<b>inherently (1)</b> 48:2	<b>investigation (1)</b> 9:25	<b>keyed (1)</b> 28:13	<b>line (5)</b> 10:11;15:7;28:2, 17;43:21
<b>idea (6)</b> 8:20;11:2;16:10; 28:7,11;30:8	<b>initial (3)</b> 7:6,12,23	<b>invoices (1)</b> 11:1	<b>kind (1)</b> 26:7	<b>list (2)</b> 9:25;47:25
<b>identical (3)</b> 8:19;18:10;20:15	<b>initially (1)</b> 36:8	<b>irrelevant (1)</b> 17:16	<b>kitchen (1)</b> 46:22	<b>listen (2)</b> 17:5;30:10
<b>identified (6)</b> 6:22;7:5;11:24; 22:5;40:11;49:2	<b>input (1)</b> 32:14	<b>issue (29)</b> 5:21;6:10;11:21; 12:16;13:4;14:21; 15:1;17:11,17; 20:25;21:1,20;22:10, 24;23:17,18,19; 27:20;31:14;34:20; 35:10;38:7,10;39:22, 23;40:4;48:24; 50:10;51:14	<b>knew (2)</b> 15:9;45:19	<b>litigants (2)</b> 41:19,21
<b>identifies (1)</b> 10:3	<b>insight (1)</b> 37:19	<b>issued (2)</b> 26:6,22	<b>knowledge (3)</b> 18:13;22:7;25:2	<b>litigated (1)</b> 41:16
<b>identify (3)</b> 3:14;9:16;11:1	<b>instance (1)</b> 11:22	<b>issues (14)</b> 7:5;8:14;11:24; 12:2,19,19;14:2; 15:11;25:8;35:2; 49:13;50:2;51:17,21	<b>known (1)</b> 41:22	<b>litigating (1)</b> 37:9
<b>ignored (1)</b> 28:4	<b>instead (1)</b> 8:15	<b>item (1)</b> 25:22	<b>L</b>	<b>litigation (2)</b> 11:7;50:19
<b>II (1)</b> 3:4	<b>insurance (2)</b> 7:15;47:14	<b>items (1)</b> 15:7	<b>Lake (1)</b> 12:9	<b>litigations (1)</b> 31:1
<b>implicated (1)</b> 16:9	<b>insurer (5)</b> 8:24;20:18,21; 21:16,17	<b>J</b>	<b>language (1)</b> 19:22	<b>little (2)</b> 4:17;46:22
<b>imposed (1)</b> 44:14	<b>insurers (39)</b> 5:12;6:9;7:2,4,6, 10,17,19;8:8,14,16; 9:1,4,7;10:5,7,12; 11:5,8,21,25;12:1, 21;16:16;19:11,23; 20:15,16,24;21:3,6; 23:21;30:3;34:10; 35:23;39:3;46:13; 48:4;49:18	<b>James (3)</b> 3:23;14:8,14	<b>large (3)</b> 9:13;41:22,22	<b>Lloyd's (2)</b> 3:11;12:9
<b>inability (1)</b> 37:3	<b>insurers' (1)</b> 44:19	<b>January (2)</b> 7:14;42:21	<b>larger (1)</b> 23:19	<b>local (10)</b> 4:2,3;13:21,22; 18:22;25:22;27:20; 51:2,3,7
<b>inadvertently (1)</b> 12:21	<b>insurer's (3)</b> 19:9;33:11;45:19	<b>Jim (1)</b> 6:19	<b>last (8)</b> 7:14;12:5,19; 18:16;24:22;42:13; 47:23;48:18	<b>located (1)</b> 22:25
<b>Inc (1)</b> 3:11	<b>intend (2)</b> 13:11;45:15	<b>job (2)</b> 13:23;18:23	<b>late (6)</b> 15:20;19:21; 28:23;29:5;31:16; 34:18	<b>log (18)</b> 11:10,13;14:2; 15:12,23;22:10; 23:17,23,24;24:2,8, 10,17,18,25;34:21; 35:4,6
<b>included (2)</b> 9:18;31:21	<b>intended (1)</b> 13:11	<b>joint (5)</b> 5:16;8:16;17:25; 22:7;25:6	<b>later (3)</b> 28:15,15,22	<b>logs (10)</b> 11:4,11,12;15:2,5, 19;34:19;35:7,14; 38:8
<b>including (1)</b> 46:16	<b>intentionally (2)</b> 35:18;37:2	<b>Judge (4)</b> 4:5;22:15;26:6,22	<b>Lawson (2)</b> 14:8,15	<b>London (3)</b> 10:8;16:16;21:8
<b>incorporate (1)</b> 48:21	<b>interest (2)</b> 12:6;45:12	<b>judgment (6)</b> 20:7;27:17;42:2,7; 47:1;51:24	<b>lead (20)</b> 3:24;9:22;16:18, 20,21;17:3,7,20; 18:2,5,5;20:20;21:2; 26:17,17;30:8;31:1; 33:2,11;47:17	<b>long (1)</b> 41:7
<b>incredibly (1)</b> 41:19	<b>International (2)</b> 9:4;10:25	<b>jury (2)</b> 42:12;45:22	<b>leads (3)</b> 16:19;30:11,22	<b>longer (5)</b> 14:10;22:14; 24:11;35:13,13
<b>incurred (2)</b> 29:16;44:18	<b>interpretation (1)</b> 23:11	<b>justice (2)</b> 50:21;51:12	<b>least (1)</b> 6:7	<b>look (7)</b> 5:23;8:18;16:15; 35:25;40:7;43:23; 50:4
<b>incurring (1)</b> 29:16	<b>interrog- (1)</b> 26:19	<b>K</b>	<b>leave (1)</b> 28:14	<b>looked (3)</b> 14:23;15:8;23:7
<b>independent (2)</b> 18:2,11	<b>interrogatories (6)</b> 5:10;6:13;21:22; 38:24;46:15,16	<b>Karn (3)</b> 13:25;25:1,1	<b>legal (2)</b> 6:4;11:10	<b>looking (5)</b> 12:12;35:11;38:6, 21;46:8
<b>indicate (2)</b> 37:11;51:11	<b>interrogatory (19)</b> 5:6,12,18,23,25; 6:3,3;7:2,17;12:4; 17:25;19:17,18; 20:11;23:16;30:5; 39:7;48:8,19	<b>keep (3)</b> 9:8;15:12;46:13	<b>legitimate (1)</b> 26:11	<b>looks (8)</b> 9:5;11:5,11;12:9, 10;28:18;29:20; 44:21
<b>indicated (3)</b> 35:3;38:10;50:12	<b>into (17)</b> 4:11,17,24;5:3;		<b>Less (2)</b> 8:19;18:19	<b>loss (3)</b> 8:3;9:4;48:4
<b>indications (1)</b> 31:22			<b>letter (1)</b> 12:24	
<b>individual (1)</b> 5:18			<b>letters (2)</b> 44:23;46:24	
<b>individualized (1)</b> 25:6			<b>lie (1)</b> 43:19	
<b>individually (1)</b> 39:21				
<b>information (21)</b> 8:5;9:9;11:25; 14:23;17:15,18;18:3, 11,12;21:2;29:3;				

lot (4) 15:17;40:6;44:19; 49:21 Louisiana (1) 12:9	18:13 mention (2) 19:19;45:8 mentioned (8) 15:24;30:14;33:1; 37:16;39:20;42:10; 46:12;47:5 merits (1) 4:11 mess (1) 11:5 message (3) 44:5,7,10 met (1) 16:9 metadata (1) 9:10 method (1) 24:14 might (6) 16:7,14;29:16; 45:1;48:20;49:14 million (1) 21:13 mind (1) 46:14 mine (1) 40:13 minor (1) 12:19 mirror (1) 18:20 misjudge (1) 37:10 misjudging (1) 38:11 misrepresentations (1) 40:22 missed (1) 27:22 Mitsui (6) 13:5,6,7,8;22:6,7 moisture (3) 17:9,13,13 mold (12) 10:8,15,17;12:2,7, 10:14;24:23;4:8; 47:15,18;49:16 moldy (2) 23:6;48:2 money (3) 45:12;46:2;49:21 month (1) 28:23 months (6) 28:22;31:6;41:24; 43:8,9;47:3 more (11) 5:3;13:16;21:14; 35:19;36:7;37:11; 45:17,18,23;50:22; 51:9 morning (1)	4:1 most (5) 11:10;15:11; 32:24;40:18;46:11 motion (17) 4:6,6;20,21;20:6, 7:26;5,7;31:13,18, 22;34:22;35:3,24; 38:6,22;39:6;46:25 motions (4) 41:9;42:19;44:22; 50:8 move (4) 29:8;44:25;45:7; 52:1 movement (1) 35:22 Moving (3) 30:1;49:20;50:23 MRI (1) 15:16 much (4) 4:17;17:5;25:11; 28:6 multiple (2) 24:22;44:21	13:3,14;27:3 normal (1) 30:25 normally (1) 24:3 North (3) 3:3,9;36:16 note (1) 51:7 notebook (1) 25:12 noted (4) 5:8;6:10;25:23; 38:5 notice (5) 19:21,21;28:4,18; 47:5 notion (2) 20:23;21:15 November (1) 24:23 number (8) 3:12;19:9,13; 22:14,15;24:10; 27:22;46:12 numbered (2) 15:3;24:8 numbering (1) 15:7 Numbers (4) 3:4,12;15:22;16:2 nutshell (1) 13:17	odds (1) 6:12 off (7) 11:13;14:18; 23:23;24:9,17,25; 30:23 offer (2) 31:4;37:19 office (1) 3:21 officer (1) 39:25 officers (1) 52:3 oftentimes (1) 36:14 omitted (1) 49:8 Once (3) 8:15;17:7;46:6 one (36) 4:25;8:6;10:11,14; 12:8;13:5;14:8;17:1; 19:19;20:18;21:3,6, 17;22:7;30:1,3,7,21, 25;32:13,20;33:25; 35:2;36:3;39:2,22; 41:16;43:7;45:1,14; 47:7;48:21,22;49:7, 15,23 one-for-one (1) 16:5 ones (1) 51:17 ongoing (2) 28:2;29:15 only (13) 8:24;19:7;21:17; 30:3;31:11;33:10, 11;35:22;36:2;39:2; 41:8;44:3;48:18 open (2) 11:20;20:4 opine (1) 40:9 opposed (2) 29:16;34:22 opposing (2) 29:10;36:18 opposition (2) 38:6,21 optional (1) 44:2 options (1) 40:7 order (37) 3:5;4:7,14,16,21; 5:8,8;7:4,7,10;8:15; 9:9;10:4;11:17; 12:24,24;13:3; 14:14;15:12,15; 23:19,25;24:12;26:5, 6,12,22;27:17;30:12,
M		N	O	
maintain (1) 7:18 makes (1) 50:22 making (1) 40:13 manner (2) 42:20;52:6 many (3) 28:5;37:6;41:19 Marine (3) 9:3;10:25;12:2 Mark (1) 3:20 Market (6) 16:24;18:12; 20:21;30:8,13;31:3 match (2) 24:1,16 materials (1) 42:18 matter (2) 36:21;51:13 matters (2) 27:10;36:2 may (14) 7:18;8:9,9,10; 10:6;11:13;16:6; 34:6,6;37:9;38:23; 41:5;45:22;49:9 Maybe (5) 11:15;24:13; 30:24;45:20;46:21 McGuire (3) 3:18,19,20 mean (24) 9:10;20:10;21:19, 20;22:11,12,21; 23:18;26:12,23;29:5, 7;30:1,14,16;32:17; 39:23;40:13;41:7, 18;43:5,24;44:14; 45:8 meant (1) 13:8 meet (4) 24:4;44:22;50:2; 51:16 meeting (2) 11:20;29:18 meetings (4) 28:3,7;29:14,15 members (3) 46:3;50:16,16 men (1)	name (1) 22:6 named (1) 22:7 names (2) 11:1;32:4 nauseum (1) 49:4 near (2) 34:23;51:14 necessarily (2) 20:4;34:2 necessary (2) 4:23;40:25 need (14) 7:4;8:7;10:22; 24:4;26:10,24,25; 28:8;31:2;41:10; 49:9,21,24;50:10 needed (4) 12:25;28:19; 33:11;38:20 needs (4) 43:11;50:7;52:1,1 New (6) 3:24;14:1;20:5; 37:15,22;48:3 Next (3) 25:22;35:6,7 nice (1) 9:21 ninety-five (1) 42:8 noncompliance (3)		oath (4) 12:25;14:19,20; 46:19 objection (2) 11:6;17:19 objections (3) 8:18,20;30:21 obligation (1) 30:18 obligations (1) 21:3 Obviously (9) 17:14;26:4;29:8; 34:19;35:16;40:8; 46:2;50:4;51:1 occasion (1) 37:9 occasions (1) 37:6 occurred (3) 4:9;12:11;48:4 occurrence (2) 37:10;38:3 occurring (1) 52:5 October (1) 26:22	

16;31:13;38:5;39:3; 43:25;47:24;50:12; 51:14 <b>ordered (8)</b> 6:14;7:1,13;8:5; 9:17;10:7;11:25; 46:19 <b>orders (2)</b> 15:6;51:22 <b>origin (1)</b> 10:9 <b>others (2)</b> 32:9;49:1 <b>ought (1)</b> 12:15 <b>ours (1)</b> 48:6 <b>out (38)</b> 8:2;9:12;11:9,19; 14:18;15:3,10,15,24; 16:8,24;18:8,24; 19:17;20:2;24:19; 25:7;26:8;30:2,2,12; 32:9,14;35:5,14,17; 39:3,24;41:8,11,20; 47:3,11,20;48:8,12, 21,23 <b>outcome (1)</b> 42:13 <b>outlining (1)</b> 51:14 <b>out-of-state (2)</b> 51:2,9 <b>outstanding (2)</b> 50:2;51:17 <b>over (7)</b> 11:14;15:17;25:5; 32:19;37:8,8;43:4 <b>overall (2)</b> 16:15;40:23 <b>overruled (1)</b> 11:6 <b>overview (2)</b> 4:23;5:2	<b>parties (9)</b> 26:9;28:2;29:18; 36:13;40:9;50:2; 51:16,21,23 <b>party (5)</b> 16:20;18:6;26:18; 27:10;36:19 <b>party's (1)</b> 16:23 <b>pass (1)</b> 50:3 <b>pattern (1)</b> 37:13 <b>Paula (1)</b> 10:24 <b>pay (1)</b> 8:9 <b>PDF (1)</b> 23:25 <b>PDFs (1)</b> 9:13 <b>penalized (1)</b> 42:6 <b>penalizing (1)</b> 43:20 <b>penalty (5)</b> 12:25;42:24; 43:19;44:8;45:15 <b>pending (1)</b> 12:8 <b>people (7)</b> 5:1;11:1;18:12; 32:4,19;37:25;45:18 <b>per (2)</b> 27:24;29:12 <b>perceive (1)</b> 31:2 <b>percent (4)</b> 16:14,14;42:8; 51:19 <b>perfection (1)</b> 18:20 <b>perfectly (1)</b> 29:15 <b>perhaps (8)</b> 22:22;30:3,16; 31:13;35:8;37:12; 39:19;43:10 <b>period (1)</b> 28:24 <b>perjury (1)</b> 12:25 <b>person (2)</b> 34:2,3 <b>perspective (1)</b> 17:12 <b>pertained (1)</b> 28:9 <b>pertaining (1)</b> 13:4 <b>pertinent (1)</b> 24:13 <b>ph (1)</b>	15:16 <b>PII (1)</b> 14:17 <b>places (1)</b> 37:22 <b>plaintiff (1)</b> 29:24 <b>plaintiffs (4)</b> 3:16;12:21;19:14; 51:24 <b>plaintiff's (2)</b> 4:12;38:22 <b>plan (1)</b> 48:9 <b>plays (2)</b> 37:16;42:13 <b>pleadings (4)</b> 27:14;43:14; 44:12,16 <b>Please (1)</b> 3:5 <b>plenty (1)</b> 20:3 <b>point (18)</b> 6:9;19:17;21:20; 23:9;25:12,12; 31:19;42:15;43:19; 45:2,4,7,17;46:10; 47:3;49:8,19;50:5 <b>pointed (1)</b> 48:21 <b>pointing (1)</b> 36:11 <b>points (1)</b> 41:3 <b>polices (1)</b> 7:9 <b>policies (6)</b> 7:11,16,23;8:11; 12:3;32:4 <b>Policy (7)</b> 3:11;16:4;17:6; 19:22;47:14;48:5,22 <b>position (4)</b> 18:25;41:12; 44:14;46:14 <b>possibility (1)</b> 29:23 <b>possible (1)</b> 40:7 <b>post-removal (1)</b> 27:21 <b>practice (2)</b> 50:8,15 <b>practicing (1)</b> 37:25 <b>precedent (2)</b> 19:15;48:22 <b>prefix (1)</b> 8:25 <b>pre-judgment (1)</b> 45:12 <b>prejudice (6)</b>	19:20;26:9;44:16, 24:45;10,11 <b>prejudiced (4)</b> 19:20,23,25;40:19 <b>prepared (2)</b> 4:18;20:20 <b>present (2)</b> 22:22;42:19 <b>presiding (1)</b> 3:4 <b>pressed (1)</b> 44:3 <b>presumably (1)</b> 8:25 <b>pretty (1)</b> 15:23 <b>prevail (2)</b> 16:11;46:1 <b>prevents (1)</b> 50:22 <b>previously (1)</b> 26:6 <b>primary (1)</b> 19:9 <b>principals (1)</b> 28:3 <b>print (1)</b> 18:8 <b>prior (1)</b> 46:24 <b>privilege (22)</b> 11:4,11,14;14:2; 15:2,5,12,18,22; 22:10,15,15;23:17, 23;24:2,8,10;34:19, 21;35:4,14;38:7 <b>privileged (1)</b> 8:1 <b>privy (1)</b> 51:1 <b>probably (4)</b> 16:5;29:2;37:4; 49:23 <b>problem (7)</b> 5:5;10:23;24:14; 27:23,24;29:9,12 <b>problems (1)</b> 5:25 <b>proceedings (1)</b> 27:21 <b>process (7)</b> 20:6;24:4;35:20; 37:4;40:22;49:11; 50:22 <b>processing (1)</b> 35:12 <b>produce (6)</b> 7:21;9:10;10:7; 11:25;16:3;35:19 <b>produced (31)</b> 8:23,23;9:1,5,17, 21,23;11:17;12:21; 15:19;17:21;18:15,	17;19:5;23:21; 24:17;31:16;32:5,9, 12,15;34:5,21;36:9; 38:8,9,12,14,24; 43:18;48:4 <b>producing (2)</b> 23:25;34:22 <b>product (2)</b> 11:6,9 <b>production (6)</b> 8:14;9:3;10:4; 24:15;25:4;31:9 <b>products (1)</b> 10:16 <b>Professional (2)</b> 36:17;40:1 <b>professionals (1)</b> 52:3 <b>programs (1)</b> 7:18 <b>progress (1)</b> 30:25 <b>prohibit (1)</b> 27:10 <b>promises (2)</b> 36:14;37:6 <b>promptly (3)</b> 38:24;51:18;52:1 <b>prospective (1)</b> 49:24 <b>protective (1)</b> 30:16 <b>prove (2)</b> 19:23;48:9 <b>provide (3)</b> 5:4;8:5;39:15 <b>provided (5)</b> 5:14;16:4;21:18; 32:18;34:12 <b>provides (1)</b> 5:2 <b>public (1)</b> 41:22 <b>punish (1)</b> 27:3 <b>purely (1)</b> 13:21 <b>purpose (1)</b> 18:4 <b>push (1)</b> 36:2 <b>put (5)</b> 15:3;20:11;44:20, 23;49:22
<b>P</b>				<b>Q</b>
<b>pages (1)</b> 9:2 <b>paragraph (1)</b> 34:10 <b>part (6)</b> 31:20;35:6,22; 36:12;37:12;51:3 <b>participated (1)</b> 34:7 <b>participation (1)</b> 42:4 <b>particular (6)</b> 17:7;34:5;41:3; 43:14,16;49:15 <b>particularly (3)</b> 26:10;36:10;51:10				<b>quibble (1)</b> 45:9 <b>quick (1)</b> 13:19 <b>quickly (1)</b> 37:4

<b>quota (1)</b> 16:9	45:22 <b>reconcile (7)</b> 6:13;9:13;33:24; 38:17;39:1,13;47:11	28:4,18 <b>removed (1)</b> 28:11 <b>repeated (3)</b> 29:5;35:24;39:23 <b>report (7)</b> 8:7;10:9,20,21; 30:16;47:21,22 <b>Reporting (3)</b> 9:3;10:25;21:3 <b>reports (8)</b> 7:24;8:1,7;21:8; 43:18;49:10,15,19 <b>repository (1)</b> 33:7 <b>representation (2)</b> 40:14,17 <b>representations (1)</b> 41:2 <b>representatives (1)</b> 17:1 <b>represented (1)</b> 38:10 <b>reproduce (1)</b> 23:24 <b>request (8)</b> 7:22;8:13;12:6; 20:19;23:14,14; 25:4;31:9 <b>requests (6)</b> 4:20;10:3;17:24; 25:13;41:6;44:20 <b>required (4)</b> 7:11;18:10;39:9; 40:5 <b>resolution (2)</b> 50:23;51:18 <b>resolved (1)</b> 49:12 <b>resolving (2)</b> 19:3;29:24 <b>respect (15)</b> 6:23;8:4,13;12:20; 13:4,7;14:15;15:14; 18:16;25:4;27:21; 30:12;31:17;48:19; 49:1 <b>respond (6)</b> 5:10,11;6:9;30:18; 35:24;41:25 <b>responded (5)</b> 12:18;30:11;39:3; 48:23,24 <b>response (10)</b> 6:6;7:17;8:17; 13:18;17:25;25:6; 31:9;35:3;39:6; 46:13 <b>responses (36)</b> 4:19;5:6,7,12,14, 16,18,23;6:1,15,23, 25;7:3;8:16,18;9:15, 18;15:6;19:17;	20:12,14;21:22; 25:6;30:5;31:6,15; 38:23;39:7,15;41:8, 10;43:10;44:19; 47:9;48:8,19 <b>responsibility (2)</b> 18:22;40:10 <b>responsive (3)</b> 9:20;31:23;33:5 <b>rest (2)</b> 9:2;38:25 <b>result (3)</b> 34:11;37:18;43:1 <b>retained (1)</b> 9:4 <b>reveal (1)</b> 9:19 <b>revealed (1)</b> 33:17 <b>reviewed (2)</b> 24:12;44:12 <b>revised (2)</b> 15:5,9 <b>right (21)</b> 4:4;15:8;16:11; 21:25;22:3,5,9,18; 24:5;25:8,21;26:4; 27:4,19;28:11; 33:21;36:11;43:2; 44:7;46:1,25 <b>rise (4)</b> 3:2;16:6,14;52:7 <b>Rivkins (1)</b> 3:24 <b>Robert (1)</b> 3:4 <b>role (6)</b> 25:22,23;37:16; 42:13;51:3,9 <b>round (2)</b> 49:19,22 <b>Rule (7)</b> 16:3;20:5;21:5; 26:2;30:16;33:12; 51:20 <b>ruled (1)</b> 35:16 <b>rules (9)</b> 26:24;27:20,21; 36:16,17;40:1;44:1; 50:21;51:25 <b>run (1)</b> 51:24 <b>runoff (1)</b> 14:9 <b>Rutherford (1)</b> 17:2	<b>sanction (2)</b> 45:1;51:8 <b>sanctions (11)</b> 4:8;26:11;27:2; 40:8,8,9;44:13,15; 51:14,20,23 <b>sat (1)</b> 29:21 <b>satisfy (2)</b> 14:21;19:5 <b>SAVILLE (76)</b> 3:23,24;4:5;12:22; 13:2,6,11,18,19; 16:12;21:25;22:2,4, 10,17,19;23:2,4; 24:6,24;25:1,7,16, 18,23;26:1,3,4,14, 25;27:5,8,12,15,18, 24;28:21;29:1,12; 30:7,20;31:7,10,15, 24;32:1,7;33:18,21, 25;34:16,25;35:10; 36:7,20;37:14,24; 38:13,16,18;39:4,11, 18,20;40:3,12,17,25; 41:13;42:4,23; 43:13;44:9;48:16, 18;50:9 <b>Saville's (2)</b> 19:4;20:10 <b>saw (3)</b> 8:2,6;27:1 <b>saying (4)</b> 8:1;9:8;32:19; 47:21 <b>scenario (1)</b> 34:12 <b>scenes (1)</b> 29:22 <b>schedule (1)</b> 49:25 <b>scheduling (1)</b> 50:10 <b>scope (5)</b> 15:18;16:10; 17:16,22;23:10 <b>scratches (1)</b> 13:15 <b>screen (1)</b> 21:10 <b>se (2)</b> 27:24;29:12 <b>search (2)</b> 33:23;34:4 <b>searched (6)</b> 31:23;32:1,17,17, 20;34:3 <b>searches (4)</b> 32:4;33:19;34:10, 11 <b>season (1)</b> 29:3 <b>seated (1)</b>
<b>R</b>	<b>reconciled (2)</b> 47:7;48:10 <b>record (6)</b> 3:15;28:10;34:21; 35:21;38:3;50:6 <b>rectify (1)</b> 7:5 <b>red (1)</b> 5:15 <b>redo (1)</b> 48:7 <b>refer (2)</b> 25:11;40:21 <b>refers (1)</b> 26:17 <b>reflect (1)</b> 36:22 <b>regard (1)</b> 13:22 <b>regarding (1)</b> 14:23 <b>regular (2)</b> 37:10;38:3 <b>reimburse (1)</b> 7:19 <b>reinsurance (13)</b> 7:9,11,16,18;8:8, 11;16:4,6,7,7,8,9,16 <b>reinsurers (2)</b> 7:25;8:7 <b>relate (1)</b> 8:6 <b>related (5)</b> 4:6;7:22;12:2; 18:14;34:18 <b>relates (2)</b> 7:9;10:8 <b>relating (1)</b> 12:6 <b>relatively (1)</b> 50:5 <b>relevant (1)</b> 17:18 <b>remedies (2)</b> 43:13;45:14 <b>remedy (3)</b> 42:15,24;43:15 <b>remember (4)</b> 10:6;28:1;29:14; 45:21 <b>remembering (1)</b> 24:13 <b>reminded (1)</b> 29:6 <b>remote (2)</b> 37:15,17 <b>remotely (1)</b> 37:25 <b>removal (2)</b>	<b>removed (1)</b> 28:11 <b>repeated (3)</b> 29:5;35:24;39:23 <b>report (7)</b> 8:7;10:9,20,21; 30:16;47:21,22 <b>Reporting (3)</b> 9:3;10:25;21:3 <b>reports (8)</b> 7:24;8:1,7;21:8; 43:18;49:10,15,19 <b>repository (1)</b> 33:7 <b>representation (2)</b> 40:14,17 <b>representations (1)</b> 41:2 <b>representatives (1)</b> 17:1 <b>represented (1)</b> 38:10 <b>reproduce (1)</b> 23:24 <b>request (8)</b> 7:22;8:13;12:6; 20:19;23:14,14; 25:4;31:9 <b>requests (6)</b> 4:20;10:3;17:24; 25:13;41:6;44:20 <b>required (4)</b> 7:11;18:10;39:9; 40:5 <b>resolution (2)</b> 50:23;51:18 <b>resolved (1)</b> 49:12 <b>resolving (2)</b> 19:3;29:24 <b>respect (15)</b> 6:23;8:4,13;12:20; 13:4,7;14:15;15:14; 18:16;25:4;27:21; 30:12;31:17;48:19; 49:1 <b>respond (6)</b> 5:10,11;6:9;30:18; 35:24;41:25 <b>responded (5)</b> 12:18;30:11;39:3; 48:23,24 <b>response (10)</b> 6:6;7:17;8:17; 13:18;17:25;25:6; 31:9;35:3;39:6; 46:13 <b>responses (36)</b> 4:19;5:6,7,12,14, 16,18,23;6:1,15,23, 25;7:3;8:16,18;9:15, 18;15:6;19:17;	<b>S</b>  <b>same (7)</b> 5:24;10:2;15:7,16; 25:5;31:8;38:4	



3:5 <b>second (13)</b> 6:21;16:21,22; 26:5,17;30:12;31:13, 18,22;35:3;38:6; 39:3,6 <b>Secondly (1)</b> 5:16 <b>seeing (3)</b> 29:17;37:8;40:20 <b>seek (1)</b> 45:15 <b>seem (7)</b> 27:22;36:1,5;37:5; 38:25;39:9;44:7 <b>seemed (3)</b> 37:10;43:25;44:2 <b>seems (6)</b> 31:11;35:22; 36:13;37:5,11;43:24 <b>segregate (1)</b> 25:7 <b>send (3)</b> 44:5,7,22 <b>sent (4)</b> 10:24;17:20; 23:16;34:5 <b>separate (5)</b> 7:17,22;15:1;18:8; 21:21 <b>serial (1)</b> 13:13 <b>series (1)</b> 31:17 <b>seriously (1)</b> 48:7 <b>serve (1)</b> 31:6 <b>served (6)</b> 35:6,6,7;39:8,12; 41:6 <b>serving (2)</b> 31:12;35:4 <b>session (1)</b> 3:4 <b>set (4)</b> 4:8;5:25;29:18; 41:8 <b>Seth (1)</b> 4:2 <b>settlement (1)</b> 28:9 <b>seventeen (1)</b> 43:8 <b>several (3)</b> 30:15;31:5;37:21 <b>Shelby (2)</b> 3:17;25:18 <b>shifting (1)</b> 44:10 <b>ship (1)</b> 23:5 <b>shortcomings (2)</b>	40:10,12 <b>shorter (1)</b> 11:12 <b>shot (1)</b> 21:10 <b>shove (1)</b> 36:3 <b>show (1)</b> 24:20 <b>showing (1)</b> 28:19 <b>side (5)</b> 16:22;30:23; 36:15;45:19;52:4 <b>signature (1)</b> 20:23 <b>similar (8)</b> 5:23;12:1;14:23, 24:22;24:25;23:4,7 <b>similarly (1)</b> 13:4 <b>simple (1)</b> 16:1 <b>simplest (1)</b> 15:11 <b>simply (4)</b> 14:17;25:25; 50:21;51:9 <b>sink (1)</b> 46:22 <b>sit (2)</b> 11:22;24:24 <b>sit-down (2)</b> 28:12,14 <b>sit-downs (1)</b> 29:23 <b>site (1)</b> 45:19 <b>sitting (1)</b> 3:9 <b>situation (2)</b> 42:24;50:13 <b>six (1)</b> 49:3 <b>sixteen (2)</b> 41:24;43:8 <b>sixty (1)</b> 29:21 <b>skeptical (1)</b> 21:15 <b>slide (1)</b> 4:25 <b>slightly (1)</b> 5:22 <b>slow (1)</b> 38:1 <b>slows (2)</b> 50:19,21 <b>slow-walked (1)</b> 50:14 <b>snapshots (1)</b> 32:7 <b>someone (1)</b>	39:25 <b>soon (2)</b> 17:2;50:5 <b>sorry (2)</b> 23:2;25:18 <b>sort (2)</b> 41:23;51:22 <b>sound (1)</b> 22:12 <b>sounds (3)</b> 22:13,24;41:9 <b>sources (3)</b> 31:22;32:23,25 <b>special (1)</b> 50:17 <b>specific (8)</b> 6:22;9:19;12:5; 15:2;21:4;32:25; 33:3;46:12 <b>specifically (4)</b> 7:8;12:2;14:13; 33:12 <b>speculative (3)</b> 10:14,19;47:22 <b>speedy (1)</b> 50:20 <b>spent (1)</b> 49:21 <b>stand (4)</b> 5:2;34:6;40:20; 52:5 <b>standard (3)</b> 6:3;32:4;33:19 <b>standing (1)</b> 42:10 <b>start (3)</b> 4:11,22;14:5 <b>started (2)</b> 10:16;47:18 <b>state (3)</b> 28:19,20;46:16 <b>statement (2)</b> 39:1;40:13 <b>statements (2)</b> 29:5;39:23 <b>States (3)</b> 3:2,8;13:6 <b>stating (1)</b> 13:6 <b>status (1)</b> 4:13 <b>Stephanie (1)</b> 10:25 <b>sticks (1)</b> 30:2 <b>still (16)</b> 5:24;6:2,4;8:17, 21:9;6:25;10:23; 11:4,18;25:14;33:8; 37:14;43:9;46:14; 51:8 <b>stop (1)</b> 17:10	<b>stored (1)</b> 9:9 <b>story (1)</b> 7:2 <b>stricken (2)</b> 19:10;46:10 <b>strike (1)</b> 27:13 <b>striking (3)</b> 6:8;43:14,20 <b>stuff (2)</b> 20:8;32:5 <b>subject (2)</b> 36:16;51:8 <b>submit (3)</b> 5:11;21:8;34:10 <b>submitted (4)</b> 4:20;5:16;10:21; 49:10 <b>submitting (1)</b> 7:25 <b>Subscribing (1)</b> 3:11 <b>substance (1)</b> 25:25 <b>substantial (1)</b> 28:24 <b>suffer (1)</b> 43:11 <b>suffered (2)</b> 44:17;45:10 <b>suffice (1)</b> 4:20 <b>sufficient (1)</b> 14:21 <b>suggest (1)</b> 37:19 <b>suggested (1)</b> 12:24 <b>suggestion (1)</b> 33:9 <b>summary (2)</b> 20:7;46:25 <b>summer (1)</b> 42:13 <b>supervision (1)</b> 14:3 <b>supplement (2)</b> 49:10,14 <b>supplemental (3)</b> 4:19;10:4;38:7 <b>supposed (6)</b> 5:10,11,11;9:10, 17:36;2 <b>supposedly (1)</b> 24:17 <b>sure (6)</b> 16:18;20:14; 22:20;32:10;37:1; 46:25 <b>surface (1)</b> 13:15 <b>surprised (1)</b>	42:10 <b>suspect (2)</b> 20:23;21:12 <b>syndicate (3)</b> 14:10,12;16:13 <b>syndicates (1)</b> 14:8 <b>system (4)</b> 14:18;18:5;21:8, 11
<b>T</b>				
<b>table (1)</b> 51:23 <b>talk (2)</b> 11:23;28:12 <b>talked (3)</b> 20:10;21:4;33:12 <b>talking (2)</b> 6:8;20:8 <b>telling (4)</b> 10:11;12:15;19:4; 32:20 <b>ten (2)</b> 12:5;21:13 <b>term (1)</b> 51:14 <b>terms (24)</b> 14:3;15:16,17; 16:15;18:20;25:24; 26:13,23;28:16; 30:22;36:22,24; 40:7;41:10,20,23; 43:1,20;44:21; 48:21;49:2;50:8,10; 51:20 <b>testified (2)</b> 17:2,5 <b>testimonies (1)</b> 32:19 <b>testimony (15)</b> 6:12;13:9;14:5,6, 7,11,14;31:21;32:24; 33:3,17,22;47:6,11; 48:11 <b>that'll (1)</b> 18:6 <b>theme (1)</b> 35:25 <b>therefore (4)</b> 15:25;17:23;18:7; 19:15 <b>thirteen (11)</b> 5:17;18:8;20:11, 24:21;6:21;30:2; 31:11;33:14;46:15, 18 <b>thirty (1)</b> 29:21 <b>though (2)</b> 8:8;51:8 <b>thought (6)</b>				

6:14;10:13;15:10; 38:19;47:9;48:5 <b>three (3)</b> 28:22;36:24;38:12 <b>threw (1)</b> 14:18 <b>throughout (3)</b> 5:20;26:16;36:8 <b>till (1)</b> 30:11 <b>timely (3)</b> 31:16;42:20;52:5 <b>times (2)</b> 24:22;30:15 <b>timing (8)</b> 19:20;29:13; 35:19;36:21,24; 37:16;38:11;41:4 <b>Tobacco (16)</b> 3:10;4:7;10:18; 14:24;17:14;19:2; 23:5,5,8,15;25:5; 32:16;47:15,19;48:1, 13 <b>Tobacco's (2)</b> 43:3;44:12 <b>today (5)</b> 20:9;22:21,22; 51:18;52:6 <b>together (4)</b> 20:11;44:20,23; 49:22 <b>told (7)</b> 5:20;12:8;29:10; 33:15,18;39:7,14 <b>tomorrow (1)</b> 36:23 <b>took (5)</b> 15:24;30:7,10; 32:24;35:12 <b>tool (1)</b> 42:1 <b>top (1)</b> 30:24 <b>topic (1)</b> 15:24 <b>topics (2)</b> 14:15;34:18 <b>totally (2)</b> 17:16;44:2 <b>track (1)</b> 15:12 <b>treble (1)</b> 45:15 <b>trial (7)</b> 42:12,19;45:3,3,7, 20;46:1 <b>tribunal (1)</b> 38:4 <b>tried (1)</b> 24:22 <b>trouble (1)</b> 37:8	<b>true (4)</b> 14:20;27:7;36:7; 39:24 <b>truth (1)</b> 32:21 <b>try (3)</b> 44:22;45:23;51:18 <b>trying (8)</b> 5:6;26:21;37:17, 18;39:24;41:20; 44:19;49:22 <b>turned (1)</b> 39:24 <b>turning (1)</b> 15:17 <b>turns (1)</b> 35:5 <b>twelve (5)</b> 8:20;30:5;46:14, 15,18 <b>two (15)</b> 6:13;15:25;16:13, 14,19;21:10;28:15, 24;33:24,25;34:10; 41:8;47:23,24;49:23 <b>type (6)</b> 32:4,14;34:12; 36:23;45:14;47:25 <b>types (3)</b> 12:15;19:25;48:6 <b>typically (1)</b> 8:11	<b>uninvolved (1)</b> 25:24 <b>UNISON (1)</b> 3:7 <b>United (2)</b> 3:2,8 <b>unitize (1)</b> 9:10 <b>unless (1)</b> 16:9 <b>up (14)</b> 6:17;13:10;14:6; 17:20;20:4;24:1,16; 29:18;30:9,15; 31:20;37:15;40:20; 41:3 <b>updated (1)</b> 35:4 <b>upon (3)</b> 7:18;8:9;9:8 <b>USC (1)</b> 14:19 <b>use (2)</b> 21:7;25:19 <b>used (1)</b> 42:21 <b>useful (1)</b> 22:21 <b>USTC (2)</b> 23:1;46:2 <b>USTC's (1)</b> 44:14 <b>usually (1)</b> 30:21	<b>W</b> <b>wait (4)</b> 43:3;45:16,16,16 <b>waived (1)</b> 22:15 <b>walk (4)</b> 4:18;5:1;24:19,25 <b>wants (1)</b> 48:13 <b>warehouse (5)</b> 14:24;23:5,8; 47:16,19 <b>warehouses (2)</b> 8:3;10:17 <b>warranted (1)</b> 42:16 <b>wave (1)</b> 23:6 <b>way (20)</b> 9:7;11:16;12:16; 14:6;15:11;17:19; 18:20;19:3;21:6; 28:13;29:10;30:17; 35:5,25;36:2;40:23; 41:15;50:18,19;52:5 <b>week (2)</b> 35:7,8 <b>weeks (1)</b> 47:24 <b>weren't (3)</b> 37:7;38:20;39:11 <b>wet (1)</b> 23:6 <b>what's (13)</b> 5:21;8:20;18:3,10; 19:3;21:7;24:13,16, 25;25:24;31:14; 35:8;41:11 <b>whole (7)</b> 18:4;20:4;30:8; 31:17;35:21;36:8; 44:6 <b>who's (2)</b> 21:17;39:25 <b>willing (1)</b> 20:10 <b>window (1)</b> 18:20 <b>withdrawn (1)</b> 19:10 <b>withheld (3)</b> 8:21;11:18;34:23 <b>within (3)</b> 15:18;17:16,21 <b>without (3)</b> 26:9;28:6;52:2 <b>witness (5)</b> 10:22;14:7;34:2,6, 7 <b>witnesses (5)</b> 22:5;33:3;45:18;	49:4,4 <b>women (1)</b> 18:13 <b>wondering (1)</b> 39:1 <b>Woods (3)</b> 3:18,19,20 <b>word (1)</b> 13:12 <b>words (1)</b> 11:10 <b>work (6)</b> 9:24;11:6,9;14:5; 23:18;24:4 <b>worked (3)</b> 14:12;25:2;26:8 <b>working (1)</b> 11:2 <b>worms (1)</b> 20:5 <b>worth (1)</b> 21:13 <b>written (2)</b> 8:15;9:15
	<b>U</b>		<b>X</b>	<b>Xchanging (2)</b> 21:7,11
	<b>unacceptable (2)</b> 50:18,25 <b>unchanged (1)</b> 7:13 <b>under (11)</b> 12:2,25,25;14:19, 19,20;17:2,7;42:16; 46:19;51:13 <b>underestimated (2)</b> 35:11;40:4 <b>undergoing (1)</b> 39:8 <b>understandable (1)</b> 38:2 <b>understood (5)</b> 26:12,14;27:16; 30:20;37:24 <b>underwriter (6)</b> 14:11;16:20,22; 17:17;18:9,9 <b>Underwriters (3)</b> 3:11;14:9;16:23 <b>underwriters' (1)</b> 17:1 <b>underwriting (2)</b> 14:15;33:4 <b>unfortunately (2)</b> 35:12;41:16	<b>V</b>		<b>Y</b> <b>year (4)</b> 5:7;7:14;16:8;43:4 <b>years (3)</b> 12:5;45:20;47:23 <b>York (3)</b> 3:24;37:15,22
		<b>value (1)</b> 45:11 <b>various (1)</b> 46:3 <b>vein (1)</b> 38:4 <b>verification (1)</b> 21:22 <b>verified (3)</b> 5:11,15;12:25 <b>vice (3)</b> 48:1,2,5 <b>view (4)</b> 17:13,15;23:6; 26:16 <b>viewpoint (2)</b> 31:25;51:1 <b>views (1)</b> 4:23 <b>virtually (1)</b> 6:11 <b>volume (1)</b> 37:3 <b>voluntarily (1)</b> 19:11		<b>1</b> <b>1 (4)</b> 15:3,8,9;18:9 <b>10 (1)</b> 15:9 <b>11 (1)</b> 20:5 <b>13 (1)</b> 6:5 <b>1746 (1)</b> 14:19
			<b>2</b>	<b>2 (1)</b> 18:9 <b>2018 (2)</b> 10:10,13 <b>2019 (2)</b> 7:6;41:7 <b>2020 (2)</b> 26:22;42:21 <b>2021 (1)</b>

41:5 <b>26 (2)</b> 16:3;30:16 <b>26f (2)</b> 21:5;33:12 <b>28 (1)</b> 14:19				
<b>3</b>				
<b>3 (2)</b> 6:5;19:13 <b>300 (1)</b> 15:3 <b>30b6 (3)</b> 14:6;34:13;47:20				
<b>4</b>				
<b>4 (1)</b> 6:5				
<b>5</b>				
<b>5:19-cv-430 (1)</b> 3:13				
<b>6</b>				
<b>600 (1)</b> 9:2				
<b>7</b>				
<b>7 (1)</b> 15:9				
<b>8</b>				
<b>8 (3)</b> 15:9;22:15;24:10 <b>8's (1)</b> 22:14				
<b>9</b>				
<b>9th (2)</b> 5:9;10:4				